Young Gas Storage Company, Ltd.: Original Volume No. 1 Revised Title Page : Effective

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

(STORAGE SERVICES)

of

YOUNG GAS STORAGE COMPANY, LTD.

Filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should Be Addressed To:

Donald J. Zinko, Senior Vice President

Telephone: (719) 520-4284 Facsimile: (719) 520-4878

CIG Gas Storage Company (General Partner) Post Office Box 1087 Colorado Springs, Colorado 80944 2 North Nevada Avenue Colorado Springs, Colorado 80903

Table of Contents

First Revised Sheet No. 1	7
Fifth Revised Sheet No. 2	8
Seventeenth Revised Sheet No. 4	9
Seventh Revised Sheet No. 5	10
Third Revised Sheet No. 5A	11
Fifth Revised Sheet No. 6	12
First Revised Sheet Nos. 7-8	13
Fifth Revised Sheet No. 9	14
First Revised Sheet No. 9A	15
Fourth Revised Sheet No. 10	16
Eighth Revised Sheet No. 11	17
Sixth Revised Sheet No. 12	18
Original Sheet No. 12A	19
Fifth Revised Sheet No. 13	20
Sixth Revised Sheet No. 14	21
Fourth Revised Sheet No. 15	22
Third Revised Sheet No. 16	23
First Revised Sheet No. 17	24
First Revised Sheet No. 18	25
Original Sheet No. 19	26
Original Sheet No. 20	27
First Revised Sheet No. 21	28
First Revised Sheet No. 22	29
First Revised Sheet No. 23	30
Original Sheet No. 25	31
First Revised Sheet No. 26	32
Original Sheet No. 27	33
Second Revised Sheet No. 28	34
Third Revised Sheet No. 29	35
Original Sheet No. 29A	36
Third Revised Sheet No. 30	37
Third Revised Sheet No. 31	38
Second Revised Sheet No. 32	39
First Revised Sheet No. 33	40
First Revised Sheet No. 34	41
Original Sheet No. 35	42
First Revised Sheet No. 36	43
First Revised Sheet No. 37	44
First Revised Sheet No. 38	45
First Revised Sheet No. 39	46
First Revised Sheet No. 40	47
First Revised Sheet No. 41	48
Original Sheet No. 42	49
First Revised Sheet No. 43	50
Original Sheet No. 44	51

Second Revised Sheet No. 45	52
Fifth Revised Sheet No. 46	53
Eighth Revised Sheet No. 47	54
Third Revised Sheet No. 47A	55
Third Revised Sheet No. 47B	56
Third Revised Sheet No. 47C	57
Fifth Revised Sheet No. 47D	58
Substitute Second Revised Sheet No. 47E	59
Second Revised Sheet No. 47F	60
Second Revised Sheet No. 47G	61
First Revised Sheet No. 47H	62
Second Revised Sheet No. 47I	63
Seventh Revised Sheet No. 48	64
Eighth Revised Sheet No. 48A	65
Seventh Revised Sheet No. 48B	66
Fifth Revised Sheet No. 48C	67
Second Revised Sheet No. 48D	68
Sub Fourteenth Revised Sheet No. 49	69
2nd Sub Eleventh Revised Sheet No. 49A	70
Original Sheet No. 49A.01	71
Twelfth Revised Sheet No. 50	72
Sixth Revised Sheet No. 50A	73
Seventh Revised Sheet No. 51	74
Tenth Revised Sheet No. 52	75
Fifth Revised Sheet No. 52A	76
Fifth Revised Sheet No. 52B	77
First Revised Sheet No. 52C	78
Sixth Revised Sheet No. 53	79
Second Revised Sheet No. 53A	80
Third Revised Sheet No. 54	81
Fifth Revised Sheet No. 54A	82
Fourth Revised Sheet No. 54B	83
Second Revised Sheet No. 54C	84
Ninth Revised Sheet No. 55	85
Seventh Revised Sheet No. 56	86
Fifth Revised Sheet No. 57	87
Seventh Revised Sheet No. 58	88
Sixth Revised Sheet No. 59	89
Sixth Revised Sheet No. 60	90
Eighth Revised Sheet No. 61	91
Sixth Revised Sheet No. 62	92
Seventh Revised Sheet No. 63	93
Sixth Revised Sheet No. 63A	94
Sixth Revised Sheet No. 64	95
First Revised Sheet No. 64A	96
First Revised Sheet No. 64B	97

Seventh Revised Sheet No. 65	98
Seventh Revised Sheet No. 66	99
Second Revised Sheet No. 67	100
Fifth Revised Sheet No. 68	101
Original Sheet No. 69	102
Substitute Second Revised Sheet No. 70	103
Fourth Revised Sheet No. 71	104
Second Revised Sheet No. 72	105
Original Sheet No. 73	106
Third Revised Sheet No. 74	107
First Revised Sheet No. 75	108
Fourth Revised Sheet No. 76	109
Fifth Revised Sheet No. 77	110
First Revised Sheet No. 78	111
Original Sheet No. 79	112
Eighth Revised Sheet No. 80	113
Third Revised Sheet No. 80A	114
Second Revised Sheet No. 80B	115
Third Revised Sheet No. 80C	116
First Revised Sheet No. 80D	117
First Revised Sheet No. 80E	118
First Revised Sheet No. 80F	119
First Revised Sheet No. 80G	120
First Revised Sheet No. 80H	121
Third Revised Sheet No. 80I	122
Original Sheet No. 80J	123
Original Sheet No. 80K	124
Original Sheet No. 80L	125
Second Revised Sheet No. 80M	126
Second Revised Sheet No. 80N	127
Second Revised Sheet No. 81	128
Second Revised Sheet No. 82	129
Sixth Revised Sheet No. 83	130
Second Revised Sheet No. 83A	131
Fourth Revised Sheet No. 84	132
Original Sheet No. 84A	133
Original Sheet No. 84B	134
Fifth Revised Sheet No. 85	135
Fourth Revised Sheet No. 85A	136
Fourth Revised Sheet No. 86	137
Third Revised Sheet No. 87	138
First Revised Sheet No. 88	139
First Revised Sheet No. 89	140
First Revised Sheet No. 90	141
Original Sheet No. 91	142
Fourth Revised Sheet No. 92	143

Third Dayland Observation 2004	444
Third Revised Sheet No. 92A	144
Third Revised Sheet No. 93	145
Second Revised Sheet No. 94	146
First Revised Sheet No. 95	147
Eighth Revised Sheet No. 96	148
Original Sheet No. 96A	149
Eighth Revised Sheet No. 97	150
Third Revised Sheet No. 98	151
First Revised Sheet No. 99	152
First Revised Sheet No. 100	153
First Revised Sheet No. 101	154
First Revised Sheet No. 102	155
First Revised Sheet No. 103	156
Third Revised Sheet No. 104	157
First Revised Sheet No. 104A	158
Second Revised Sheet No. 105	159
Third Revised Sheet No. 106	160
Substitute Second Revised Sheet No. 106A	161
Original Sheet No. 106B	162
Original Sheet No. 107	163
First Revised Sheet No. 108	164
First Revised Sheet No. 109	165
First Revised Sheet No. 110	166
Fourth Revised Sheet No. 111	167
Third Revised Sheet No. 111A	168
Fourth Revised Sheet No. 111B	169
Fourth Revised Sheet No. 111C	170
Third Revised Sheet No. 111D	171
Original Sheet No. 111E	172
Second Revised Sheet No. 111E	173
First Revised Sheet No. 111F	174
First Revised Sheet No. 111G	175
First Revised Sheet No. 111H	176
First Revised Sheet No. 1111	177
Original Sheet No. 111J	178
First Revised Sheet No. 112	179
First Revised Sheet No. 112	180
First Revised Sheet No. 113	
	181
Original Sheet No. 115	182
First Revised Sheet No. 116	183
First Revised Sheet No. 117	184
First Revised Sheet No. 118	185
Third Revised Sheet No. 119	186
Fourth Revised Sheet No. 119A	187
Third Revised Sheet No. 119B	188
Fourth Revised Sheet No. 119C	189

Fourth Revised Sheet No. 119D	190
Fourth Revised Sheet No. 119E	191
Second Revised Sheet No. 119F	192
First Revised Sheet No. 119G	193
First Revised Sheet No. 119H	194
First Revised Sheet No. 119I	195
Original Sheet No. 119J	196
First Revised Sheet No. 120	197
First Revised Sheet No. 121	198
First Revised Sheet No. 122	199
First Revised Sheet No. 123	200

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First Revised Sheet No. 1 First Revised Sheet No. 1: Effective Superseding: Original Sheet No. 1

TABLE OF CONTENTS

	Sheet No.
Preliminary Statement	2
Мар	3
Schedule of Rates and Surcharges	4
Points of Contact	9
Rate Schedule FS-1 Storage Service - Firm	10
Rate Schedule IS-1 Storage Service - Interruptible	28
General Terms and Conditions	45
Form of Storage Service Agreement Applicable to Rate Schedule FS-1	107
Form of Storage Service Agreement Applicable to Rate Schedule IS-1	115

FERC Docket: RP01-281-000

Fifth Revised Sheet No. 2 Fifth Revised Sheet No. 2: Effective

Superseding: Fourth Revised Sheet No. 2

PRELIMINARY STATEMENT

This Tariff Volume No. 1 applies to underground storage of natural Gas performed by Young Gas Storage Company, Ltd. (Transporter). Storage services under this Tariff will be offered on a basis consistent with standards precluding undue discrimination to all pipelines, local distribution companies, end users, producers, brokers, marketers, and other potential Shippers who request Transporter to provide service hereunder.

FERC Docket: RP09-888-000

Seventeenth Revised Sheet No. 4 Seventeenth Revised Sheet No. 4 Superseding: Sixteenth Revised Sheet No. 4

SCHEDULE OF RATES AND SURCHARGES

Rates per Dth (Note 1)

Rate Schedule		Minimum	Maximum
FS-1: (Note 5)			
Reservation Rates (Note 3) - Storage Capacity Rate Reservation Rate		\$ 0 0	\$0.0577 1.5298
Quantity Injection Rate		0.0196	0.0196
Quantity Withdrawal Rate		0.0196	0.0196
Authorized Daily Overrun Rate - Injection . Overrun Rate - Withdrawal		0.0393 0.0196	0.1351 0.0196
Authorized Capacity Overrun Rate		0.0393	0.1351
<pre>IS-1: (Note 5) Interruptible Storage Rate (monthly to the average daily of Gas in storage for Shippe account during the Month)</pre>	balance r's	\$ 0	\$0.1155
Quantity Injection Rate		0.0196	0.0196
Quantity Withdrawal Rate		0.0196	0.0196
Authorized Daily Overrun Rate - Injection . Overrun Rate - Withdrawal		0.0393 0.0196	0.1351 0.0196
Authorized Capacity Overrun Rate		0.0393	0.1351
	Surcharge		
ACA Surcharge: Commodity Rate (Note 4)		0.0019	0.0019

FERC Docket: RP02-441-000

Seventh Revised Sheet No. 5 seventh Revised Sheet No. 5 : Effective

Superseding: Sixth Revised Sheet No. 5

SCHEDULE OF RATES AND SURCHARGES

(Continued)

Fuel Reimbursement

Rate Schedule

Percentage (Note 2)

NOTES:

(1) Rates and Surcharges are stated in Dth. For billing purposes, these charges shall be collected as set forth in Exhibit A of the Agreement and pursuant to the General Terms and Conditions of this Tariff.

When appropriate, the rate shall be adjusted to include applicable surcharges. All surcharges are listed herein and applicable surcharges are detailed in Exhibit A of the Storage Service Agreement.

- (2) The "Fuel Reimbursement" percentage shown on the Schedule of Rates and Surcharges sheet shall be adjusted as often as is necessary for reasonably accurate determinations. Such adjustment shall not subject Transporter to any obligation to justify its other costs or revenues or throughput. Transporter shall be allowed to adjust their percentages independent of and without regard to other rates.
- (3) For Capacity Release transactions only, Transporter has adopted the following NAESB standard. Converting a Daily rate to a Monthly rate is accomplished by multiplying the daily rate times the number of days in the rate period, dividing the result by the number of Months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place. Converting a Monthly rate to a Daily rate is accomplished by multiplying the Monthly rate by the number of Months in the rate period, dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place (NAESB Standard 5.3.22).

FERC Docket: RP00-182-000

Third Revised Sheet No. 5A Third Revised Sheet No. 5A: Effective

Superseding: Second Revised Sheet No. 5A

SCHEDULE OF RATES AND SURCHARGES (Continued)

- (4) See Article 17 of the General Terms and Conditions for a description of this surcharge.
- (5) Rate(s) for Rate Schedules FS-1 and IS-1 shall be adjusted effective December 1 of each year as required to reflect the currently effective Average Thermal Content of Gas in Storage as defined in Section 1.2 of the General Terms and Conditions of this Tariff. Once annually, Transporter shall post such Average Thermal Content of Gas in Storage and the resultant change in rates on Transporter's electronic bulletin board and within 30 days Transporter shall make a tariff filing with a requested effective date of December 1 with the Commission to reflect the change(s) in rate(s) if any. Such adjustment shall be made by multiplying the fraction (1000 Btu over the Average Thermal Content Gas in Storage) times the Base Rate(s) for Rate Schedules FS-1 and IS-1. For purposes of this note, the Base Rate(s) shall be the base rate shown in this footnote as calculated based on an Average Thermal Content of Gas in Storage of 1000 Btu per cubic foot.

(Continued on next page)

FERC Docket: RP09-154-000

Fifth Revised Sheet No. 6 Fifth Revised Sheet No. 6

Superseding: Fourth Revised Sheet No. 6

SCHEDULE OF RATES AND SURCHARGES

(Footnote 5 continued)

Base Rates per Dth at 1000 Btu

	ac	1000 Dca
Rate Schedule	Minimum	Maximum
FS-1: Reservation Rate - Storage Capacity Rate		\$0.0615 1.6292
Quantity Injection Rate	0.0209	0.0209
Quantity Withdrawal Rate	0.0209	0.0209
Authorized Daily Overrun Rate - Injection	0.0418 0.0209	0.1439 0.0209
Authorized Capacity Overrun Rate	0.0418	0.1439
<pre>IS-1: Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month)</pre>		
Interruptible Storage	\$ 0	\$0.1230
Quantity Injection Rate	0.0209	0.0209
Quantity Withdrawal Rate	0.0209	0.0209
Authorized Daily Overrun Rate - Injection Overrun Rate - Withdrawal	0.0418 0.0209	0.1439 0.0209
Authorized Capacity Overrun Rate	0.0418	0.1439

Effective Date: 06/01/1996 Status: Effective FERC Docket: RP96-226-001

First Revised Sheet Nos. 7-8 First Revised Sheet Nos. 7-8: Effective Superseding: Original Sheet Nos. 7-8

Sheet Nos. 7-8 are being reserved for future use.

FERC Docket: RP09-165-000

Fifth Revised Sheet No. 9 Fifth Revised Sheet No. 9

Superseding: Fourth Revised Sheet No. 9

PAYMENTS, NOTICES, NOMINATIONS AND POINTS OF CONTACT

Payments:

Payments are subject to the terms and conditions of this Tariff including but not limited to Article 10 of the General Terms and Conditions.

Young Gas Storage Company, Ltd. (See the address and account number identified on the invoice.)

All Notices:

Any notice provided for in a Form of Service Agreement in this Tariff shall be in writing and shall be considered as having been given if hand carried, faxed, or mailed by United States mail, postage prepaid, to the following addresses, contained herein.

Transportation Representative:

Young Gas Storage Company, Ltd. c/o Colorado Interstate Gas Company P. O. Box 1087
Colorado Springs, Colorado 80944
Attention: Marketing Department
Facsimile No. (719) 520-4810
Telephone No. (719) 520-4465 or (719) 520-4870

All Nominations:

Nominations are subject to the terms and conditions of this Tariff, including but not limited to Article 5 of the General Terms and Conditions.

Young Gas Storage Company, Ltd. c/o Colorado Interstate Gas Company P. O. Box 1087 Colorado Springs, Colorado 80944 Attention: Nominations and Scheduling Department Facsimile No. (719) 520-4698 Telephone No. (800) 238-3764

FERC Docket: RP09-165-000

First Revised Sheet No. 9A First Revised Sheet No. 9A Superseding: Original Sheet No. 9A

PAYMENTS, NOTICES, NOMINATIONS AND POINTS OF CONTACT

(Continued)

Point of Contact:

Electronic Bulletin Board:

Customer Service Department: (866) 523-4243

Formal Complaints:

Young Gas Storage Company, Ltd. c/o Colorado Interstate Gas Company

P. O. Box 1087

Colorado Springs, Colorado 80944

Attention: Vice President, Marketing and Business Development

Informal Complaints:

Vice President, Marketing and Business Development

(719) 520-4465

Director, Marketing

(719) 520-4870

FERC Docket: RP00-538-000

Fourth Revised Sheet No. 10 Fourth Revised Sheet No. 10: Effective

Superseding: Third Revised Sheet No. 10

RATE SCHEDULE FS1 STORAGE SERVICE FIRM

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas by Young Gas Storage Company, Ltd. (hereinafter referred to as "Transporter"), when Shipper desires firm Storage Service; and
 - (a) Transporter has determined, in its sole judgment, that firm Storage Service capacity is available on Transporter's system;
 - (b) Shipper and Transporter have executed a Storage Service Agreement FS1 ("Agreement") pursuant to the terms of this Rate Schedule FS1;
 - (c) Shipper has met the Conditions of Service specified in Article $7\ \mbox{hereof.}$

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule FS1 shall apply to Storage Service rendered by Transporter to Shipper under an Agreement. Service to a Shipper hereunder shall be on a firm basis up to (1) Shipper's Maximum Daily Injection Quantity (MDIQ), (2) Shipper's Maximum Daily Withdrawal Quantity (MDWQ), and (3) Shipper's Maximum Available Capacity (MAC).
 - (a) Shipper's storage service entitlements shall be adjusted as provided in Section 1.2 of the General Terms and Conditions of this Tariff.
 - (b) Service up to and including these levels is not subject to interruption or curtailment by Transporter except as provided in this Rate Schedule and the General Terms and Conditions of this Tariff.
- 2.2 Compliance with Reservoir Integrity Inventory Limit.
 - (a) Shipper shall not exceed the Reservoir Integrity Inventory
 Limit as provided in Article 1 of the General Terms and
 Conditions. If Shipper exceeds the Reservoir Integrity
 Inventory Limit, Transporter will seek Shipper's immediate
 cooperation to bring Shipper's Gas in Place into compliance
 with the Reservoir Integrity Inventory Limit.
 - (b) Shipper's MDWQ shall be reduced pursuant to the ADWQ chart provided in Article 1 of the General Terms and Conditions.

FERC Docket: RP08-179-000

Eighth Revised Sheet No. 11 Eighth Revised Sheet No. 11: Effective

Superseding: Seventh Revised Sheet No. 11

RATE SCHEDULE FS-1
STORAGE SERVICE - FIRM
(Continued)

(c) Shipper's MDIQ shall be reduced pursuant to the ADIQ chart provided in Article 1 of the General Terms and Conditions.

- (d) Shipper shall have no more than 26 percent of MAC in storage between and including June 1 and July 1 of each year, unless Transporter determines, on a non-discriminatory basis, that retention of a higher quantity of Gas will not adversely affect Transporter's storage reservoirs. In such instance, Transporter shall specify the higher level Shipper may maintain.
- (e) The above requirements notwithstanding, 100 percent of all quantities stored hereunder shall be withdrawn upon expiration of the term of the Agreement.
- 2.3 If, on any Day during the Withdrawal Period, Shipper requests
 Transporter to withdraw and Deliver to Shipper a quantity of Gas
 within Shipper's Available Daily Withdrawal Quantity (ADWQ) and
 Transporter fails to do so, then Shipper's obligation to withdraw
 its Gas shall be extended by the number of Days that Transporter
 failed to withdraw and Deliver the quantity requested by Shipper.
 Any quantities required to be withdrawn which have not been
 withdrawn as provided hereunder shall become the property of
 Transporter without charge and shall be free and clear of any
 adverse claims.
- 2.34 This service shall be subject to Article 2 of the General Terms and Conditions pertaining to capacity release.

3. STORAGE SERVICE CHARGES

- 3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule FS-1, or any superseding rate schedule, are set forth on the Schedule of Rates and Surcharges Sheets. Shipper's liability for the storage capacity charge and the reservation charge shall begin to accrue on the effective date set forth in the Agreement. A Shipper may elect at any time to prepay storage capacity and reservation charges under the Agreement.
- 3.2 Storage Capacity Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the Storage Capacity Rate as set forth in Exhibit A of the Agreement by the Shipper's MAC.
- 3.3 Reservation Charge. Each Month, Shipper shall be charged an amount obtained by multiplying the Reservation Rate as set forth in Exhibit A of the Agreement by Shipper's MDWQ.

FERC Docket: RP03-549-000

Sixth Revised Sheet No. 12 Sixth Revised Sheet No. 12: Effective

Superseding: Fifth Revised Sheet No. 12

RATE SCHEDULE FS-1 STORAGE SERVICE - FIRM (Continued)

3.4 Commodity Charge. Each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:

- (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate as set forth in Exhibit A of the Agreement multiplied by the Injection Quantity during such Month for Shipper's account; and
- (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate as set forth in Exhibit A of the Agreement multiplied by the Withdrawal Quantity during such Month for Shipper's account.
- 3.5 Adjustment of Rates. Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Schedule of Rates and Surcharges Sheets of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit A of the Agreement, the rate for Storage Service shall revert to the maximum allowable rate under this Rate Schedule.

Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions: 1) only to certain specified firm entitlements under this Agreement; 2) only if specified quantity levels are actually achieved under this Agreement (with higher rates, charges, and fees applicable to all quantities above those levels, or to quantities under the Agreement if the specified levels are not achieved); 3) only during specified time periods; and/or 4) in a specified relationship to quantities actually maintained in storage (i.e., that the rates will be adjusted in a specified relationship to quantities actually stored); provided, however, that any such discounted rates shall be between the minimum and maximum rates applicable to service under this Agreement.

FERC Docket: RP03-549-000

Original Sheet No. 12A Original Sheet No. 12A: Effective

RATE SCHEDULE FS-1 STORAGE SERVICE - FIRM (Continued)

4. STORAGE SERVICE CHARGE ADJUSTMENT

4.1 Reservation Charge Adjustment. If Transporter, on any Day within the Withdrawal Period, fails to withdraw from storage and Tender the quantities requested to be withdrawn by Shipper from storage up to Shipper's ADWQ, the Reservation Charge for the Month in which such Day occurs will be reduced. Such reduction shall be in an amount equal to the product obtained by multiplying the quantity of Gas that Transporter failed to withdraw and Tender on any such Day (up to Shipper's ADWQ) by the Reservation Rate as set forth in Exhibit A of the Agreement (converted to a daily amount by being divided by the number of days in the month) rounded to the nearest hundredth of a cent. Such amount shall be credited against Shipper's Reservation Charge for the next Month.

FERC Docket: CP93-541-012

Fifth Revised Sheet No. 13 Fifth Revised Sheet No. 13: Effective

Superseding: Substitute Fourth Revised Sheet No. 13
RATE SCHEDULE FS-1
STORAGE SERVICE - FIRM
(Continued)

Transporter shall not be required to adjust the Reservation Charge if failure to accept Gas from Shipper for injection or failure to withdraw and Tender Gas for Shipper's account is due to Shipper's failure to perform in accordance with this Rate Schedule, the Agreement, or this Tariff.

4.2 Storage Capacity Charge Adjustment. If Transporter, during the Injection Period, fails to accept from Shipper quantities of Gas Tendered by Shipper for injection into storage, up to Shipper's MAC, Transporter shall provide a credit to Shipper. Such credit shall be in an amount equal to the lesser of (1) the product of the quantity of Gas Transporter failed to accept multiplied by the Storage Capacity Rate as set forth in Exhibit A of the Agreement or (2) the difference between Shipper's MAC and the amount actually in storage for Shipper's account on the last Day of the Injection Period multiplied by the Storage Capacity Rate as set forth in Exhibit A of the Agreement.

Transporter shall not be required to provide a Storage Capacity Charge Adjustment if failure to inject Shipper's MAC is due to Shipper's failure to perform in accordance with this Rate Schedule, the Agreement, or this Tariff.

5. AUTHORIZED OVERRUN STORAGE

- 5.1 Authorized Overrun Deliveries. On any Day or during any Storage Year, upon request of Shipper and at Transporter's option, subject to the provisions of the Agreement, Transporter may receive or Deliver quantities in excess of the following ("Overrun Deliveries"):
 - (a) Shipper's ADIQ; or
 - (b) Shipper's ADWQ.
 - (c) Shipper's MAC.

FERC Docket: CP93-541-012

Sixth Revised Sheet No. 14 Sixth Revised Sheet No. 14: Effective

Superseding: Substitute Fifth Revised Sheet No. 14
RATE SCHEDULE FS-1
STORAGE SERVICE - FIRM
(Continued)

- 5.2 Overrun Charge. All quantities received for storage or Delivered from storage as overrun Deliveries shall be received and/or Delivered on an interruptible basis and Shipper shall pay for such overrun service as follows:
 - (a) Daily Overrun Injections. An amount obtained by multiplying the Injection Quantity received for Shipper's account which is in excess of Shipper's ADIQ by the Authorized Daily Overrun Rate as agreed to by the Parties. The Authorized Daily Overrun Rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Schedule of Rates and Surcharges Sheets.
 - (b) Daily Overrun Withdrawals. An amount obtained by multiplying the Withdrawal Quantity on any Day which is in excess of Shipper's ADWQ by the Authorized Daily Overrun Rate as agreed to by the Parties. The Authorized Daily Overrun Rate shall be agreed to by the Parties and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Schedule of Rates and Surcharges Sheets.
 - (c) Capacity Overrun. An amount obtained by multiplying the Gas in Place on any Day which is in excess of Shipper's MAC by the Authorized Capacity Overrun Rate as agreed to by the Parties. The Authorized Capacity Overrun Rate shall be agreed to by the Parties and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Schedule of Rates and Surcharges Sheets.

6. FUEL REIMBURSEMENT

6.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Article 1 of the General Terms and Conditions. The Fuel Reimbursement percentage shall be applied to the quantity Tendered by Shipper and accepted by Transporter for injection into storage.

FERC Docket: RP00-182-000

Fourth Revised Sheet No. 15 Fourth Revised Sheet No. 15: Effective

Superseding: Third Revised Sheet No. 15

RATE SCHEDULE FS-1
STORAGE SERVICE - FIRM
(Continued)

7. CONDITIONS OF SERVICE

- 7.1 Request for firm Storage Service. To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a Request for Service pursuant to the provisions set forth in Article 4 of the General Terms and Conditions of this Tariff.
- 7.2 Creditworthiness. Transporter shall not be required to commence service or to continue to perform service under this Rate Schedule for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, and such other information relating to Shipper's financial status, obligation payment history, and other relevant factors as may be necessary to satisfy Transporter that Shipper is creditworthy. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper. Transporter may require Shipper to deposit with Transporter and maintain, on prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit in an amount equal to Transporter's estimate of 2 Months of charges for performing such service at the level of Shipper's Maximum Daily Withdrawal Quantity or to furnish within 15 days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 months of charges for performing said service at the level of Shipper's Maximum Daily Withdrawal Quantity and/or Maximum Available Capacity, or may require such other measures as Transporter may specify. Transporter will also permit another entity to guarantee in writing Shipper's requirement, provided that the guarantor has sufficient credit available, as determined by Transporter in accordance with this provision upon such terms and conditions as are determined acceptable by Transporter. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of the Agreement, Transporter shall refund Shipper's deposit with interest accrued at rates set pursuant to 18 CFR Section 154.501(d). Transporter will apply these standards of creditworthiness on a consistent, nondiscriminatory basis.

FERC Docket: RP00-182-000

Third Revised Sheet No. 16 Third Revised Sheet No. 16: Effective

Superseding: Second Revised Sheet No. 16

RATE SCHEDULE FS-1
STORAGE SERVICE - FIRM
(Continued)

8. TRANSFER OF GAS IN PLACE

- 8.1 A Shipper ("Transferor") may sell Gas in Place to Transporter,
 or to another Party ("Transferee"), pursuant to this Rate
 Schedule provided:
 - (a) Transferor has all necessary authority to sell the Gas;
 - (b) On the date the proposed sale becomes effective, Transferee will have a currently effective firm storage Agreement with Transporter which has sufficient capacity to accommodate the quantity being acquired from Transferor and which contains the same terms and conditions, including rate terms and conditions, as Transferor's Agreement, unless otherwise agreed to by Transporter. However, Transferee may agree to a higher rate or rates than the rate or rates, contained in Transferor's Agreement not to exceed the maximum rate under this rate schedule;
 - (c) All charges for Storage Services related to Gas transferred in place shall be the responsibility of Transferor before the date of transfer and of Transferee upon, and subsequent to, the date of transfer;
 - (d) Transferor may not transfer all or a part of its Gas in Place more than once each Month unless otherwise agreed by Transporter.
- 8.2 At least five Business Days prior to the date the proposed sale is to become effective, Transferor and Transferee shall notify Transporter of the proposed sale. Such notification shall be in writing, signed by Transferor and Transferee, and state:
 - (a) The effective date of the proposed sale;
 - (b) The quantity of Gas in Place to be sold; and
 - (c) Verification that the requirements of Section $8.1\ \mathrm{have}$ been met.

FERC Docket: RP00-182-000

First Revised Sheet No. 17 First Revised Sheet No. 17 : Effective Superseding: Original Sheet No. 17

RATE SCHEDULE FS-1 STORAGE SERVICE - FIRM (Continued)

9. FILING FEES

9.1 Shipper shall reimburse Transporter, within 15 days of the invoice date, for all filing fees incurred by Transporter in seeking governmental authorization for service to be provided Shipper under this Rate Schedule.

10. GENERAL TERMS AND CONDITIONS

10.1 The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

FERC Docket: RP97-204-000

First Revised Sheet No. 18 First Revised Sheet No. 18: Effective Superseding: Original Sheet No. 18

The following sheets are being reserved for future use:

Original Sheet No. 19 Original Sheet No. 20 First Revised Sheet No. 21 First Revised Sheet No. 22 First Revised Sheet No. 23 First Revised Sheet No. 24 Original Sheet No. 25 First Revised Sheet No. 26 Original Sheet No. 27

Effective Date: 06/01/1995	Status: Effective
FERC Docket: CP93-541-00)5

Original Sheet No. 19 Original Sheet No. 19: Superseded

STORAGE SERVICE AGREEMENT - RATE SCHEDULE FS-1 between YOUNG GAS STORAGE COMPANY, LTD. and

DATED:

Effective Date: 06/01/1995 Status: Effective FERC Docket: CP93-541-005

Original Sheet No. 20 original Sheet No. 20 : Superseded

TABLE OF CONTENTS

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1

Article		Sheet No
I	STORAGE SERVICE	21
II	QUANTITIES OF GAS TO BE STORED	21
III	APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE	21
IV	TERM	22
V	CANCELLATION OF PRIOR CONTRACTS	22
VI	OTHER OPERATING PROVISIONS	23
VII	ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS	23
VIII	NOTICES	24

EXHIBIT "A"

FERC Docket: RP96-226-000

First Revised Sheet No. 21 First Revised Sheet No. 21: Superseded

Superseding: Original Sheet No. 21

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1

THIS AGREEMENT is made and entered into as of this _____ day of _____, by and between YOUNG GAS STORAGE COMPANY, LTD., hereinafter called "Young," and ______, hereinafter called "Customer."

In consideration of the mutual promises hereinafter contained, Customer and Young agree as follows:

ARTICLE I STORAGE SERVICE

1.1 Subject to the provisions of this Agreement and Young's Rate Schedule FS-1, Young agrees, on a firm basis, to inject during the Injection Period, store, and withdraw during the Withdrawal Period gas from storage for the account of Customer. If at any time during the Storage Year, Young, in its sole judgment, has the capability to provide storage service without detriment or disadvantage to Young's firm obligation, Young may accept gas for injection into storage or may withdraw gas from storage on an interruptible basis.

ARTICLE II QUANTITIES OF GAS TO BE STORED

- 2.1 Maximum Daily Withdrawal Quantity. Customer's Maximum Daily Withdrawal Quantity is ______ Dth per day.
- 2.2 Maximum Daily Injection Quantity. Customer's Maximum Daily Injection Quantity is ______ Dth per day.
- 2.3 Maximum Available Capacity. Customer's Maximum Available Capacity is _____ Dth.

ARTICLE III

APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE

3.1 Rate Schedule. Each Month, Customer shall pay Young for Storage Service rendered hereunder at rates set forth on Exhibit A for the Term of Rate provided therein. Thereafter, payment shall be at the maximum rates set forth on the Schedule of Rates and Surcharges Sheets.

FERC Docket: RP96-226-000

First Revised Sheet No. 22 First Revised Sheet No. 22 : Superseded

Superseding: Original Sheet No. 22

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- 3.2 Incorporation by Reference. This Agreement in all respects shall be subject to the provisions of Rate Schedule FS-1 and to the applicable provisions of the General Terms and Conditions filed with the FERC (as they may be amended pursuant to Article VII of this Agreement), all of which are by reference made a part hereof. In the event of any conflict between Rate Schedule FS-1 and the Storage Service Agreement, Rate Schedule FS-1 shall govern.
- 3.3 Changes in Rates and Terms. Young shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Customer's right to protest the same.

ARTICLE IV TERM

- 4.1 Effective Date. This Agreement shall become effective on
- 4.2 Termination Date. This Agreement shall continue in full force and effect for a term $% \left(1\right) =\left(1\right) +\left(1\right) +\left($
- 4.3 Termination Obligations. Termination of this Agreement shall not relieve Young or Customer of the obligation to correct any quantity imbalances, or relieve Customer of the obligation to pay money due Young. All warranties and indemnities shall survive the termination of this Agreement.

ARTICLE V CANCELLATION OF PRIOR CONTRACTS

5.1 Cancellation of Prior Contracts. When this Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

FERC Docket: RP96-226-000

First Revised Sheet No. 23 First Revised Sheet No. 23 : Superseded

Superseding: Original Sheet No. 23

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

ARTICLE VI OTHER OPERATING PROVISIONS

6.1 Daily Nominations. Unless otherwise agreed, Customer shall submit daily nominations to Young 4 hours prior to the beginning of the Day of Tender. Nominations shall be made for each Agreement and shall be submitted by Electronic Transmission and shall specify the quantities which Customer intends to Tender at the Point of Injection or to receive at the Point of Withdrawal. It shall be Customer's responsibility to ensure that proper arrangements have been made with any downstream pipeline for the Tender by Young of Withdrawal Ouantities.

Young is not responsible for assuring that the nominated quantities are actually Tendered to Young at the Point of Injection.

Young will accept nominations for injection into storage and Young will withdraw gas from storage under Agreements only if all facilities necessary to effectuate such injection or withdrawal including facilities owned by persons other than Young are in place and available for service.

- 6.2 Estimates. For planning purposes, Young may, from time to time, request estimates of Customer's annual quantity, average daily quantity, or peak day quantity. In the event that such a request is made, Customer shall reply in writing within 45 days of the request. Customer shall use reasonable efforts to provide accurate information; however, Customer is not bound by these estimates.
- 6.3 Planning Information. Young may request other planning information as needed from time to time and Customer shall comply with all reasonable requests. Customer shall use reasonable efforts to provide accurate information; however, Customer is not bound by this planning information.

ARTICLE VII ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

7.1 Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, as specified below:

FERC Docket: CP93-541-005

 $\textbf{Original Sheet No. 25} \; \texttt{Original Sheet No. 25} \; : \; \; \texttt{Superseded}$

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

	YOUNG GAS STORAGE COMPANY, LTD. (Young)
Attest:	
Ву	Ву
Title:	
	(Print or type name)
	(Daint an toma title)
	(Print or type title)
	CIG GAS STORAGE COMPANY (General Partner)
	(Customer)
Attest:	
	Ву
Ву	
Title:	(Print or type name)
	(Print or type title)

FERC Docket: RP96-226-000

First Revised Sheet No. 26 First Revised Sheet No. 26 : Superseded Superseding: Original Sheet No. 26

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

EXHIBIT "A" to Storage Service Agreement between

YOUNG GAS STORAGE COMPANY, LTD. (Young) ____(Customer)

Quantity Term Of Rate

Injection _____

Withdrawal

The following are applicable for all Injection Quantities:

- 1. Fuel Reimbursement Yes
- 2. ACA Surcharge Yes

Effective Date: 06/01/1995 Status: Effective Feet Docket: CP93-541-005

Original Sheet No. 27 Original Sheet No. 27: Superseded

Sheet No. 27 is being reserved for future use.

FERC Docket: RP00-182-000

Second Revised Sheet No. 28 Second Revised Sheet No. 28: Effective

Superseding: First Revised Sheet No. 28

RATE SCHEDULE IS-1 STORAGE SERVICE - INTERRUPTIBLE

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Party (hereinafter referred to as "Shipper") for the storage of natural Gas by Young Gas Storage Company, Ltd. (hereinafter referred to as "Transporter"), when Shipper desires interruptible Storage Service, and:
 - (a) Shipper and Transporter have executed a Storage Service Agreement IS-1 ("Agreement") pursuant to the terms of this Rate Schedule IS-1;
 - (b) Shipper has met the Conditions of Service specified in Article 6 hereof.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule IS-1 shall apply to Storage Service rendered by Transporter to Shipper on a completely interruptible basis up to a Maximum Daily Quantity (MDQ) and Maximum Available Capacity (MAC) as defined in Article 1 of the General Terms and Conditions of this Tariff and subject to the limitations set forth in the Agreement, this Rate Schedule IS-1, and the General Terms and Conditions of this Tariff.
- 2.2 Storage Service hereunder is interruptible and subject to curtailment or interruption at any time and such interruptions may be in effect for extended periods of time. Storage Service under this Rate Schedule will be performed when in Transporter's sole judgment Transporter has capacity available to provide such Storage Service without detriment or disadvantage to Transporter's firm obligations.

3. STORAGE SERVICE CHARGE

3.1 Applicable Rates. The applicable minimum and maximum rates for service under Rate Schedule IS-1, or any superseding rate schedule, are set forth on the Schedule of Rates and Surcharges Sheets.

FERC Docket: RP03-549-000

Third Revised Sheet No. 29 Third Revised Sheet No. 29: Effective

Superseding: Second Revised Sheet No. 29

RATE SCHEDULE IS-1
STORAGE SERVICE - INTERRUPTIBLE
(Continued)

- 3.2 Interruptible Storage Rate. For each Month, Shipper shall pay an amount determined by multiplying the average daily balance of Gas in Place for Shipper's account during such Month by the Interruptible Storage Rate as set forth in Exhibit A of the Agreement.
- 3.3 Commodity Charge. For each Month, Shipper shall pay a commodity charge consisting of the sum of the following components:
 - (a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate, as set forth in Exhibit A of the Agreement, multiplied by the Injection Quantity during such Month for Shipper's account; and
 - (b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate, as set forth in Exhibit A of the Agreement, multiplied by the Withdrawal Quantity during such Month by Transporter for Shipper's account.
- 3.4 Adjustment of Rates. Subject to the terms of the Agreement, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth from time to time on the Schedule of Rates and Surcharges Sheets of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the Term of Rate specified in Exhibit A of the Agreement, the rate for Storage Service shall revert to the maximum allowable rate under this Rate Schedule.

Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions: 1) only to certain specified firm entitlements under this Agreement; 2) only if specified quantity levels are actually achieved under this Agreement (with higher rates, charges, and fees applicable to all quantities above those levels, or to quantities under the Agreement if the specified levels are not achieved); 3) only during specified time periods; and/or 4) in a specified relationship to quantities actually maintained in storage (i.e., that the rates will be adjusted in a specified relationship to quantities actually stored); provided, however, that any such discounted rates shall be between the minimum and maximum rates applicable to service under this Agreement.

FERC Docket: RP03-549-000

Original Sheet No. 29A original Sheet No. 29A : Effective

RATE SCHEDULE IS-1
STORAGE SERVICE - INTERRUPTIBLE
(Continued)

4. AUTHORIZED OVERRUN STORAGE

4.1 Authorized Overrun Deliveries. On any Day or during any Storage Year, upon request of Shipper and at Transporter's option, subject to the provisions of the Agreement, Transporter may inject or withdraw quantities in excess of Shipper's MDQ or MAC ("Overrun Deliveries").

FERC Docket: RP00-182-000

Third Revised Sheet No. 30 Third Revised Sheet No. 30: Effective

Superseding: Second Revised Sheet No. 30

RATE SCHEDULE IS-1 STORAGE SERVICE - INTERRUPTIBLE (Continued)

- 4.2 Overrun Charge. Shipper may on any Day request, and with Transporter's consent, receive service in excess of Shipper's MDQ or MAC. All quantities injected or withdrawn from storage or Delivered from storage as Overrun Deliveries shall be injected or withdrawn on an interruptible basis and Shipper shall pay for such overrun service as follows:
 - (a) Daily Overrun Injections An amount obtained by multiplying the quantity amount injected into storage on any Day which is in excess of Shipper's MDQ by the Authorized Daily Overrun Rate as agreed to by the Parties. The Authorized Daily Overrun Rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Schedule of Rates and Surcharges Sheets.
 - (b) Daily Overrun Withdrawals An amount obtained by multiplying the quantity withdrawn from storage on any Day which is in excess of Shipper's MDQ by the Authorized Daily Overrun Rate as agreed to by the Parties. The Authorized Daily Overrun Rate shall be agreed to by the Parties and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Schedule of Rates and Surcharges Sheets.
 - (c) Capacity Overrun. An amount obtained by multiplying the Gas in Place on any Day which is in excess of Shipper's MAC by the Authorized Capacity Overrun Rate as agreed to by the Parties. The Authorized Capacity Overrun Rate shall be agreed to by the Parties and shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Schedule of Rates and Surcharges Sheets.

5. FUEL REIMBURSEMENT

5.1 Shipper shall furnish to Transporter the Fuel Reimbursement as defined in Article 1 of the General Terms and Conditions. The Fuel Reimbursement percentage shall be applied to the quantity Tendered by Shipper and accepted by Transporter for injection into storage.

FERC Docket: RP00-182-000

Third Revised Sheet No. 31 Third Revised Sheet No. 31: Effective

Superseding: Second Revised Sheet No. 31

RATE SCHEDULE IS-1
STORAGE SERVICE - INTERRUPTIBLE
(Continued)

6. CONDITIONS OF SERVICE

- 6.1 Request for interruptible Storage Service. To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a Request for Storage Service pursuant to the provisions set forth in Article 4 of the General Terms and Conditions of this Tariff.
- 6.2 Creditworthiness. Transporter shall not be required to commence service or to continue to perform service under this Rate Schedule for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, and such other information relating to Shipper's financial status, obligation payment history, and other relevant factors as may be necessary to satisfy Transporter that Shipper is creditworthy. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper. Transporter may require Shipper to deposit with Transporter and maintain, on prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit in an amount equal to Transporter's estimate of 2 months of charges for performing such service at the level of Shipper's Maximum Daily Quantity or to furnish within 15 days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 months of charges for performing said service at the level of Shipper's Maximum Daily Quantity and/or Maximum Available Capacity, or may require such other measures as Transporter may specify. Transporter will also permit another entity to guarantee in writing Shipper's obligation, provided that the guarantor has sufficient credit available, as determined by Transporter in accordance with this provision upon such terms and conditions as are determined acceptable by Transporter. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of the Interruptible Storage Agreement, Transporter shall refund Shipper's deposit with interest accrued at rates set pursuant to $18\ \text{CFR}$ Section 154.501(d). Transporter will apply these standards of creditworthiness on a consistent, nondiscriminatory basis.

FERC Docket: RP00-182-000

Second Revised Sheet No. 32 Second Revised Sheet No. 32: Effective

Superseding: First Revised Sheet No. 32

RATE SCHEDULE IS-1
STORAGE SERVICE - INTERRUPTIBLE
(Continued)

7. TRANSFER OF GAS IN PLACE

- 7.1 A Shipper ("Transferor") may sell storage Gas in Place to Transporter, or to another Party ("Transferee"), pursuant to this Rate Schedule provided:
 - (a) Transferor has all necessary authority to sell the Gas;
 - (b) On the date the proposed sale becomes effective, Transferee will have a currrently effective interruptible storage Agreement with Transporter which has sufficient capacity to accommodate the quantity being acquired from Transferor and which contains the same terms and conditions, including rate terms and conditions, as Transferor's Agreement, unless otherwise agreed to by Transporter. However, Transferee may agree to a higher rate or rates than the rate or rates contained in Transferor's Agreement not to exceed the maximu rate under this rate schedule;
 - (c) Charges for Storage Services related to Gas transferred in place shall be the responsibility of Transferor before the date of transfer and of Transferee upon, and subsequent to, the date of transfer; and
 - (d) Transferor may not transfer all or a part of its Gas in Place more than once each Month unless otherwise agreed by Transporter.
- 7.2 At least five Business Days prior to the date the proposed sale is to become effective, Transferor and Transferee shall notify Transporter in writing of the proposed sale. Such notification shall be in writing, shall be signed by Transferor and Transferee, and shall state:
 - (a) The effective date of the proposed sale;
 - (b) The quantity of Gas in Place to be sold; and
 - (c) Verification that the requirements of Section 7.1 have been $\ensuremath{\mathsf{met}}\xspace.$

FERC Docket: RP00-182-000

First Revised Sheet No. 33 First Revised Sheet No. 33 : Effective Superseding: Original Sheet No. 33 $\,$

RATE SCHEDULE IS-1 STORAGE SERVICE - INTERRUPTIBLE (Continued)

8. FILING FEES

8.1 Shipper shall reimburse Transporter, within 15 days of the invoice date, for all filing fees incurred by Transporter in seeking governmental authorization for service to be provided Shipper under this Rate Schedule.

9. GENERAL TERMS AND CONDITIONS

9.1 The General Terms and Conditions contained in this Tariff, except as modified in the Agreement, are made a part of this Rate Schedule.

FERC Docket: RP97-204-000

First Revised Sheet No. 34 First Revised Sheet No. 34 : Effective Superseding: Original Sheet No. 34

The following sheets have been reserved for future use:

Original Sheet No. 35 First Revised Sheet No. 36 First Revised Sheet No. 37 First Revised Sheet No. 38 First Revised Sheet No. 39 First Revised Sheet No. 40 First Revised Sheet No. 41 Original Sheet No. 42 First Revised Sheet No. 43 Original Sheet No. 44

Effective Date: 06/01/1995 Status: Effective FERC Docket: CP93-541-005

Original Sheet No. 35 Original Sheet No. 35: Superseded

STORAGE	SERVICE	AGREEMENT	- RATE S	SCHEDULE	IS-1
		betwee	en		
	YOUNG G	AS STORAGE	COMPANY,	LTD.	
		and			
	DATED:				

FERC Docket: RP95-302-000

First Revised Sheet No. 36 First Revised Sheet No. 36 : Superseded Superseding: Original Sheet No. 36

TABLE OF CONTENTS

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1

Article		Sheet No
I	STORAGE SERVICE	37
II	QUANTITIES OF GAS TO BE STORED	37
III	APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE	38
IV	TERM	39
V	CANCELLATION OF PRIOR CONTRACTS	39
VI	OTHER OPERATING PROVISIONS	39
VII	ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS	40
VIII	NOTICES	40
IX	REVENUE CREDITING	41

EXHIBIT "A"

FERC Docket: RP96-226-000

First Revised Sheet No. 37 First Revised Sheet No. 37 : Superseded

Superseding: Original Sheet No. 37

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1

THIS AGREEMENT is made and entered into as of this _____ day of _____, by and between YOUNG GAS STORAGE COMPANY, LTD., hereinafter called "Young," and _____, hereinafter called "Customer."

In consideration of the $\,$ mutual promises $\,$ hereinafter contained, Customer and Young agree as follows:

ARTICLE I STORAGE SERVICE

1.1 Subject to the provisions of this Agreement and Young's Rate Schedule IS-1, Young agrees to inject, store, and withdraw gas from storage on an interruptible basis for the account of Customer.

ARTICLE II QUANTITIES OF GAS TO BE STORED

- 2.1 Maximum Daily Quantity. Customer's Maximum Daily Quantity is Dth per day.
- 2.2 Maximum Available Capacity. Customer's Maximum Available Capacity is ______ Dth.
- 2.3 Injection Schedule. Upon Customer's request, Young may, on any Day and on an interruptible basis, accept quantities of gas Tendered by Customer at the Point of Injection for injection into storage. However, and unless otherwise agreed, the total quantity of gas stored for Customer's account, at any time, shall not exceed Customer's Maximum Available Capacity as set forth above.
- 2.4 Withdrawal Schedule. Upon Customer's request, Young may, on any Day and on an interruptible basis, withdraw quantities of gas from storage for Customer's account pursuant to this Tariff.

FERC Docket: RP96-226-000

First Revised Sheet No. 38 First Revised Sheet No. 38 : Superseded

Superseding: Original Sheet No. 38

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

- 2.5 Seasonal Withdrawal. Unless otherwise agreed, all quantities stored hereunder shall be withdrawn no later than May 31 of each year, and all quantities stored hereunder shall be withdrawn upon the expiration of the term of the Agreement. If on any Day during the period April 15 through May 31, Young failed to withdraw and Deliver to Customer the quantity of gas, up to Customer's Maximum Daily Quantity requested for delivery by Customer, then Customer's obligation to withdraw its gas shall be extended by the number of days that Young failed to withdraw and deliver the Withdrawal Quantities requested by Customer. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Young without charge and shall be free and clear of any adverse claims.
- 2.6 Interruption. Storage Service rendered hereunder shall be subject to curtailment or interruption when in Young's reasonable discretion such curtailment or interruption is necessary due to operating conditions or insufficient storage capacity. Such interruptions or curtailment shall be performed in accordance with Article 5 of the General Terms and Conditions of this Tariff.

ARTICLE III

APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE

- 3.1 Rate. The rates for Storage Service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.
- 3.2 Incorporation by Reference. This Agreement in all respects shall be subject to the provisions of Rate Schedule IS-1 and to the applicable provisions of the General Terms and Conditions filed with the FERC (as they may be amended pursuant to Article VII of this Agreement), all of which are by reference made a part hereof. In the event of any conflict between Rate Schedule IS-1 and the Storage Service Agreement, Rate Schedule IS-1 shall govern.

FERC Docket: RP96-226-000

First Revised Sheet No. 39 First Revised Sheet No. 39 : Superseded

Superseding: Original Sheet No. 39

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

3.3 Changes in Rates and Terms. Young shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Customer's right to protest the same.

ARTICLE IV TERM

- 4.1 Effective Date. This Agreement shall become effective on
- 4.2 Termination Date. This Agreement shall continue in full force and effect for a term $% \left(1\right) =\left(1\right) +\left(1\right) +\left($
- 4.3 Termination Obligations. Termination of this Agreement shall not relieve Young or Customer of the obligation to correct any quantity imbalances, or relieve Customer of the obligation to pay money due Young. All warranties and indemnities shall survive the termination of this Agreement.

ARTICLE V CANCELLATION OF PRIOR CONTRACTS

5.1 Cancellation of Prior Contracts. When this Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

ARTICLE VI OTHER OPERATING PROVISIONS

6.1 Daily Nominations. Unless otherwise agreed, Customer shall submit daily nominations to Young 4 hours prior to the beginning of the Day of Tender. Nominations shall be made for each Agreement and shall be submitted by Electronic Transmission and shall specify the quantities which Customer intends to Tender at the Point of Injection or to receive at the Point of Withdrawal. It shall be Customer's responsibility to ensure that proper arrangements have been made with any downstream pipeline for the Tender by Young for Withdrawal Quantities.

FERC Docket: RP96-226-000

First Revised Sheet No. 40 First Revised Sheet No. 40 : Superseded

Superseding: Original Sheet No. 40

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

Young is not responsible for assuring that the nominated quantities are actually Tendered to Young at the Point of Injection.

Young will accept nominations for injection into storage and Young will withdraw gas from storage under Agreements only if all facilities necessary to effectuate such injection or withdrawal including facilities owned by persons other than Young are in place and available for service.

- 6.2 Estimates. For planning purposes, Young may, from time to time, request estimates of Customer's annual quantity, average daily quantity, or peak day quantity. In the event that such a request is made, Customer shall reply in writing within 45 days of the request. Customer shall use reasonable efforts to provide accurate information; however, Customer is not bound by these estimates.
- 6.3 Planning Information. Young may request other planning information as needed from time to time and Customer shall comply with all reasonable requests. Customer shall use reasonable efforts to provide accurate information; however, Customer is not bound by this planning information.

ARTICLE VII ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

7.1 Modifications to the General Terms and Conditions. Certain of the General Terms and Conditions are modified for the purpose of this Agreement, as specified below:

ARTICLE VIII NOTICES

8.1 Notices, Statements, and Invoices. Any notice, statement, or invoice provided for in this Agreement shall be in writing and shall be considered as having been given if hand carried or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

FERC Docket: RP95-302-000

First Revised Sheet No. 41 First Revised Sheet No. 41: Superseded

Superseding: Original Sheet No. 41

ARTICLE IX REVENUE CREDITING

9.1 Revenue Crediting. The actual revenues, net of all variable costs, received by Young in any calendar year, for service under Rate Schedule IS-1 shall be credited to all firm customers by invoice credit. Such credit shall be in proportion to the storage service demand charge revenues received from each such Customer during the subject calendar year, and shall be made not later than the January statement by Young submitted to Customer pursuant to Section 10.2 of the General Terms and Conditions of this Tariff.

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

To Customer:

Invoices for Storage:

All Notices:

To Young:

Payments for Storage:
Young Gas Storage Company, Ltd.
P. O. Box 1087
Colorado Springs, Colorado 80944

All Notices:

Young Gas Storage Company, Ltd. c/o Colorado Interstate Gas Company P. O. Box 1087 Colorado Springs, Colorado 80944 Attention: Account Management, Transmission & Storage Department Telecopy No. (719) 520-4810

All Nominations:

Young Gas Storage Company, Ltd. c/o Colorado Interstate Gas Company P. O. Box 1087 Colorado Springs, Colorado 80944 Telecopy No. (719) 520-4411 Attention: Volume Management, Transmission & Storage Department

FERC Docket: CP93-541-005

Original Sheet No. 42 Original Sheet No. 42: Superseded

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

	YOUNG GAS STORAGE COMPANY, LTD. (Young)
Attest:	
Ву	Ву
Title:	
	(Print or type name)
	(Daint an time title)
	(Print or type title)
	CIG GAS STORAGE COMPANY (General Partner)
	(Customer)
Attest:	
	Ву
Ву	
Title:	(Print or type name)
	(Print or type title)

FERC Docket: RP96-226-000

First Revised Sheet No. 43 First Revised Sheet No. 43 : Superseded Superseding: Original Sheet No. 43

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

EXHIBIT "A" to Storage Service Agreement between

YOUNG GAS STORAGE COMPANY, LTD. (Young) _____(Customer) Date:

Interruptible Term Storage Of Rate Particulars Rate Rate -----

Rate to be applied to the Monthly Average Daily Balance

Injection rate to be applied to the quantity of gas injected

Withdrawal rate to be applied to the quantity of gas withdrawn

The following are applicable for all Injection Quantities:

- 1. Fuel Reimbursement Yes
- 2. ACA Surcharge Yes

Effective Date: 06/01/1995 Status: Effective Feet Docket: CP93-541-005

Original Sheet No. 44 Original Sheet No. 44: Superseded

Sheet No. 44 is being reserved for future use.

FERC Docket: RP00-182-000

Second Revised Sheet No. 45 second Revised Sheet No. 45 : Effective Superseding: First Revised Sheet No. 45

GENERAL TERMS AND CONDITIONS

INDEX

AR'	FICLE 	SHEET NO
1	DEFINITIONS AND ABBREVIATIONS	47
2	CAPACITY RELEASE	53
3	RIGHT OF FIRST REFUSAL AND RENEWAL OF EXPIRING FIRM AGREEMENTS	70
4	REQUESTS FOR SERVICE	74
5	NOMINATIONS AND SCHEDULING OF INJECTIONS AND WITHDRAWALS, AND DETERMINATION OF DELIVERIES	80
6	ELECTRONIC BULLETIN BOARD AND ELECTRONIC DATA INTERCHANGE	85
7	PRESSURE	88
8	QUALITY SPECIFICATIONS	88
9	MEASUREMENT	92
10	BILLING AND PAYMENT	96
11	FORCE MAJEURE	98
12	INTERRUPTIONS OF SERVICE	100
13	TAXES	100
14	LIABILITY	101
15	WARRANTY	101
16	RESPONSIBILITY FOR GAS AND PRODUCTS	101
17	FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE ADJUSTMENT PROVISIONS	102
18	ATTRIBUTION OF COSTS	102

FERC Docket: RP09-165-000

Fifth Revised Sheet No. 46 Fifth Revised Sheet No. 46 Superseding: Fourth Revised Sheet No. 46

GENERAL TERMS AND CONDITIONS

INDEX

ARTICLE			
19 APPLICATIONS FOR AUTHORITY AND C	ERTIFICATES OF		
PUBLIC CONVENIENCE AND NECESSITY		103	
20 LIMITATION OF SERVICE		103	
21 AMENDMENT		103	
22 WAIVER		104	
23 MISCELLANEOUS		104	
24 ASSIGNMENT		104A	
25 COMPLAINTS		105	
26 RELATIONSHIP WITH AFFILIATES		106	
27 PREGRANTED ABANDONMENT		106	
28 REVENUE AND RETAINED GAS CREDITI	NG	106A	
29 OPERATIONAL PURCHASES AND SALES		106A	

FERC Docket: CP93-541-012

Eighth Revised Sheet No. 47 Eighth Revised Sheet No. 47: Effective

Superseding: Substitute Seventh Revised Sheet No. 47

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS

"Available Daily Injection Quantity" ("ADIQ") shall mean the percentage of Maximum Daily Injection Quantity ("MDIQ") available for injection by Shipper on any Day and that Transporter may be required to inject into storage on a firm basis. ADIQ is a function of Shipper's percent of Maximum Available Capacity ("MAC") in storage on that Day. The ADIQ is calculated using the Available Daily Injection Quantity Formula on Sheet No. 47A. The Available Daily Injection Quantity Curve and Available Daily Injection Quantity Table on Sheet Nos. 47B and 47C are provided for illustrative purposes only. However, if a reduced MDIQ is required during the month of November (see MDIQ definition), the ADIQ calculation shall be suspended and the ADIQ shall equal the reduced MDIQ. As further experience is gained based on the actual operations of Young Field, it is possible that this ADIQ formula will require modification.

FERC Docket: CP93-541-012

Third Revised Sheet No. 47A Third Revised Sheet No. 47A: Effective Superseding: Substitute Second Revised Sheet No. 47A
YOUNG STORAGE FIELD

THE AVAILABLE DAILY INJECTION QUANTITY RULES and FORMULA

%MAC = Current Inventory/MAC

%MDIQ Calculation

If the %MAC is < 100% and > 0% then use the FORMULA to find the %MDIQ (1) $\,$

FORMULA (2,3): %MDIQ = 100.0 - (%MAC * 1.0111774) + (%MAC^2 * 0.0051126)

ADIQ Calculation (4)

 $\label{eq:add_policy} \texttt{ADIQ} = (\texttt{%MDIQ}/100) \ \texttt{* MDIQ} \\ \texttt{Round to the nearest whole Dekatherm (an integer)}$

Notes: (1) The formula applies only when inventory is < than MAC and > 0. If inventory is > or = to MAC, then set ADIQ = 0. If inventory is < or = 0, set ADIQ = MDIQ.

- (2) In the context of this formula, the %MAC and %MDIQ values are taken as whole numbers, and not as decimal only numbers (i.e. if the value is 40% use 40.0 not .40, or if it is 36.1234% use 36.1234 not 0.361234).
- (3) The coefficients are entered with seven decimal places. The table is calculated with seven decimal places, and then rounded for display purposes.
- (4) All calculations are initially performed utilizing seven decimal places. The final ADIQ, however, is rounded to the nearest whole number.

FERC Docket: CP93-541-012

Third Revised Sheet No. 47B Third Revised Sheet No. 47B : Effective Superseding: Substitute Second Revised Sheet No. 47B

The Available Daily Injection Quantity curve is depicted only in the hard copy format.

FERC Docket: CP93-541-012

Third Revised Sheet No. 47C Third Revised Sheet No. 47C: Effective Superseding: Substitute Second Revised Sheet No. 47C

YOUNG STORAGE FIELD

	AVAILABLE	DAILY IN	JECTION	QUANTITY	TABLE
%MAC	%MDIQ	%MAC	° %MDI⊊	2 %MA(C %MDIQ
100 98 96 94 92 90 88 86 84 82 80 78 76 74	50.0 50.0 50.0 50.1 50.2 50.4 50.6 50.9 51.1 51.5 51.8 52.2 52.7 53.2	66 64 62 60 58 56 54 52 50 48 46 44 42 40 38	55.5 56.5 57.0 57.7 58.6 59.4 60.3 64.3 64.3 65.4 65.4	2 30 2 26 7 2 6 6 2 4 4 22 3 20 2 18 2 16 2 16 3 12 4 10 5 8	74.3 75.7 77.2 478.7 280.2 80.2 81.8 83.5 685.1 486.8 88.6
70 68	54.3 54.9	36 34	70.2 71.5		98.0 0 100.0

FERC Docket: CP93-541-012

Fifth Revised Sheet No. 47D Fifth Revised Sheet No. 47D: Effective

Superseding: Substitute Fourth Revised Sheet No. 47D GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS (Continued)

1.1A "Available Daily Withdrawal Quantity" ("ADWQ") shall mean the percentage of Maximum Daily Withdrawal Quantity available to Shipper on any Day and that Transporter may be required to withdraw from storage on a firm basis and is a function of Shipper's percent MAC in storage on that Day as calculated using the Available Daily Withdrawal Quantity Formula, as conditioned on Sheet No. 47E. The Available Daily Withdrawal Quantity Curve and Available Daily Withdrawal Quantity Table on Sheet Nos. 47F and 47G are provided for illustrative purposes only. As further experience is gained based on the actual operations of Young Field, it is possible that this ADWQ formula will require modification.

FERC Docket: RP04- 54-001

Substitute Second Revised Sheet No. 47E Substitute Second Revised Sheet No. 47E: Effective

Superseding: Second Revised Sheet No. 47E $$\operatorname{\mathtt{GENERAL}}$ TERMS AND CONDITIONS

(Continued)

1.1A (continued)

YOUNG STORAGE FIELD

THE AVAILABLE DAILY WITHDRAWAL QUANTITY RULES and FORMULA

%MAC = Current Inventory/MAC
%MDWQ Calculation (1,2,3)

If the %MAC is > or = to 60.12%
 then set the %MDWQ = to 100%

If the %MAC is < 60.12% and > or = to 15% then

%MDWQ = (-15.3150) + (%MAC * 2.6838) - (%MAC^2 * 0.0786) + (%MAC^3 * 0.0011)

If the %MAC is < 15% and > 0% then set %MDWQ = to 11%

If the %MAC is < or = to 0% then set the %MDWQ = to 0%

ADWQ Calculation

 $\mbox{ADWQ} = (\mbox{MDWQ}/100) \mbox{ MDWQ} \\ \mbox{Rounded to the nearest whole Dekatherm (an integer)} \\$

- Notes: (1) In the context of this formula, the %MAC and %MDWQ values are taken as whole numbers, and not as decimal only numbers (i.e. if the value is 40% use 40.0 not .40, or if it is 36.1234% use 36.1234 not 0.361234).
 - (2) The coefficients are entered with four decimal places. The table is calculated with four decimal places, and then rounded for display purposes.
 - (3) All calculations are initially performed utilizing four decimal places. The final ADWQ, however, is rounded to the nearest whole number.

FERC Docket: RP04- 54-000

Second Revised Sheet No. 47F Second Revised Sheet No. 47F: Effective Superseding: First Revised Sheet No. 47F

GENERAL TERMS AND CONDITIONS

(Continued)

1.1A (continued)

The Available Daily Withdrawal Quantity curve is depicted only in the hard copy format.

FERC Docket: RP04- 54-000

Second Revised Sheet No. 47G second Revised Sheet No. 47G: Effective Superseding: First Revised Sheet No. 47G

GENERAL TERMS AND CONDITIONS

(Continued)

1.1A (continued)

YOUNG STORAGE FIELD AVAILABLE DAILY WITHDRAWAL QUANTITY TABLE

%MAC	%MDWQ	%MAC	%MDWQ	%MAC	%MDWQ
100	100.0	34	28.3	24	19.0
60.12	100.0	33	27.2	23	18.2
50.95	62.9	32	26.1	22	17.4
50	59.9	31	25.1	21	16.5
40	36.7	30	24.2	20	15.7
39	35.1	29	23.2	19	14.8
38	33.5	28	22.4	18	13.9
37	32.1	27	21.5	17	13.0
36	30.8	26	20.7	16	12.0
35	29.5	25	19.8	15	11.0

FERC Docket: CP93-541-012

First Revised Sheet No. 47H First Revised Sheet No. 47H: Effective

Superseding: Substitute Original Sheet No. 47H
GENERAL TERMS AND CONDITIONS

(Continued)

- 1.2 "Average Thermal Content of Gas in Storage" ("ATC") shall be calculated by dividing the Dekatherms by the Volume, in Mcf, in Transporter's Storage Field, excluding base Gas, at a point in time. The ATC shall be assumed to be 1,000 Btu per cubic foot for purposes of contract entitlement and rate design. Transporter shall monitor storage injections and withdrawals and calculate the actual ATC of Gas in storage on October 31 of each year. If the actual ATC deviates from the currently effective ATC by more than plus or minus 20 Btu per cubic foot, the actual ATC shall become the new effective ATC and shall be posted on Transporter's electronic bulletin board on or about November 15 of each year, and a corresponding adjustment will be made to Rate Schedule FS-1 Shipper's MDIQ, MDWQ and MAC entitlements and Rate Schedule IS-1 MDQ and MAC. Transporter may make these annual adjustments for smaller changes in Btu per cubic foot values if in Transporter's judgment such change is required to avoid system disruption. The adjustment will be posted on Transporter's electronic bulletin board as a percentage increase or decrease in entitlements and each firm storage Shipper's adjusted entitlements will also be posted. The adjusted entitlements will take effect upon the first of the Month following posting on Transporter's electronic bulletin board. If an adjustment pursuant to this Section causes Shipper to be in an overrun situation, Shipper will have 30 Days before being subject to overrun charges. When an adjustment to storage contract entitlement is made pursuant to this Section, a corresponding adjustment to storage rates will also be made effective the first of the Month, the Month following the date such adjustment is posted on Transporter's electronic bulletin board.
- 1.3 "Begin Date" shall mean the Day specified by a Shipper on which a Gas transaction is to begin. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested beginning time when submitting Intraday Nominations.
- 1.4 "Bidding Shipper(s)" is any Shipper who is prequalified pursuant to Article 2 of the General Terms and Conditions to bid for capacity or who is a Party to a prearranged release.
- 1.5 "Btu" shall mean 1 British thermal unit, which is the amount of heat required to raise the temperature of 1 pound of water 1 degree from 59 to 60 degrees Fahrenheit. The reporting basis for Btu is 14.73 p.s.i.a. and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm^2 and 15.6 degrees C and dry. Thermal conversion factors shall be stated using not less than three decimal places. However, for calculation purposes, not less than 6 decimal places should be used. (GISB Standards 2.3.9 and 2.3.10)

FERC Docket: RP02-284-000

Second Revised Sheet No. 471 Second Revised Sheet No. 471: Effective

Superseding: First Revised Sheet No. 47I

GENERAL TERMS AND CONDITIONS (Continued)

1.6 "Bumping" or "Bump" shall mean:

- (a) The reduction of a previously Scheduled and Confirmed Interruptible Transportation Quantity to permit Transporter to schedule and confirm a firm Transportation Nomination which has a higher priority and which was submitted as an Intraday Nomination.
- (b) In the event of an Intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously Scheduled and Confirmed Firm Transportation Quantity.

Bumping that affects transactions on multiple transportation service providers' systems should occur at grid-wide synchronization times only (NAESB Standards 1.3.39).

1.7 "Business Day" shall mean Monday, Tuesday, Wednesday, Thursday and Friday, excluding Federal Bank Holidays.

FERC Docket: RP00-182-000

Seventh Revised Sheet No. 48 Seventh Revised Sheet No. 48: Effective

Superseding: Sixth Revised Sheet No. 48

GENERAL TERMS AND CONDITIONS (Continued)

- 1.8 "Central Clock Time" or "CCT" shall mean Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT shall mean Central Daylight Time (CDT). Unless otherwise stated, all times in this Tariff are Central Clock Time.
- 1.9 "Confirmation" shall mean the verification of the Confirmed Quantity by the Confirming Parties. A Confirmation Response is a report provided via EDM which conforms to the requirements of the Data Dictionary standards set forth in GISB Standard 1.4.4. The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. (GISB Standard 1.3.40)
 - (a) A "Confirmation Requester" is a Service Provider (including a Point Operator) which is seeking to Confirm a quantity of Gas via the information outlined in GISB Standard 1.4.3 with another Service Provider (the Confirming Party) with respect to a Nomination at a location. (GISB Standard 1.2.8)
 - (b) A "Confirming Party" is a Service Provider (including a Point Operator) which provides a Confirmation for a quantity of Gas via the information outlined in GISB Standard 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a Nomination at a location. (GISB Standard 1.2.9)
 - (c) The term "Confirming Parties" refers to the Confirmation Requester and the Confirming Party. (GISB Standard 1.2.10)
 - (d) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one Party deems that all requests at a location are Confirmed by the other Party (the CBE Party) without response communication from that Party. The CBE Party can take exception to the request by so informing the other Party within a mutually agreed upon time frame. (GISB Standard 1.2.11)

FERC Docket: RP05-451-001

Eighth Revised Sheet No. 48A Eighth Revised Sheet No. 48A: Effective

Superseding: Seventh Revised Sheet No. 48A

GENERAL TERMS AND CONDITIONS

(Continued)

- 1.10 "Confirmed Quantity" shall mean the final result of the Confirmation process and is the quantity of Gas stated in MMBtu or Dth which has been determined as authorized to flow on a specified Gas Day at a specified Point of Injection or Withdrawal on behalf of a Shipper or Shippers. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary Standards as set forth in NAESB Standard 1.4.5 and shall reflect Confirmed Quantities.
- 1.11 "Daily Nomination" or "Timely Nomination" shall mean a Nomination submitted by a Nominating Party in conformance with the Timely Nomination Schedule set forth in Article VI of Shipper's Service Agreement, one calendar day prior to the Begin Date of a Gas transaction.
- "Data Dictionaries" shall mean those documents created by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB or NAESB WGQ") which implement the NAESB WGQ Standards, and which specifically define the business names for the various elements of the NAESB WGQ Standard data sets. The Data Dictionaries also define the appropriate usage of the data element (for example, Mandatory, Conditional, Sender's Option, Business Conditional, and Mutually Agreeable). Unless otherwise stated, all NAESB WGQ Data Dictionaries referenced by or incorporated into this Tariff are Version 1.7. Transporter has, as part of its implementation of the NAESB WGQ Standards, incorporated by reference, the following NAESB WGQ Data Dictionaries:

1.4.1	Nominations
1.4.2	Nomination Quick Response
1.4.3	Request for Confirmation
1.4.4	Confirmation Response
1.4.5	Scheduled Quantity
1.4.6	Scheduled Quantity for Operator
1.4.7	Confirmation Response Quick Response
2.4.1	Predetermined Allocation
2.4.2	Predetermined Allocation - Quick Response
2.4.3	Allocation
2.4.4	Shipper Imbalance
2.4.5	Measurement Information
2.4.6	Measured Volume Audit Statement
2.4.7	Request for Information
2.4.8	Response to Request for Information
2.4.9	Authorization to Post Imbalances
2.4.10	Posted Imbalances Download
2.4.11	Request for Imbalance Trade
2.4.12	Request for Imbalance Trade Quick Response
2.4.13	Withdrawal of Request for Imbalance Trade

FERC Docket: RP03-427-000

Seventh Revised Sheet No. 48B seventh Revised Sheet No. 48B: Effective Superseding: Sixth Revised Sheet No. 48B

GENERAL TERMS AND CONDITIONS
(Continued)

1.12	(Continued)	(Continued)
	0 4 14	December 1 Constitution of Tabalana month
	2.4.14 2.4.15	Request for Confirmation of Imbalance Trade Imbalance Trade Confirmation
	2.4.15	Imbalance Trade Confirmation Imbalance Trade Notification
	3.4.1	Transportation/Sales Invoice
	3.4.2	Payment Remittance
	3.4.3	Statement of Account
	3.4.4	Service Requester Level Charge/Allowance Invoice
	5.4.1	Capacity Release - Offer Download
	5.4.2	Capacity Release - Bid Download
	5.4.3	Capacity Release - Award Download
	5.4.4	Capacity Release - Replacement Capacity - NOT USED by
	J.1.1	Transporter
	5.4.5	Capacity Release - Withdrawal Download
	5.4.6	Capacity Release - Withdrawal Upload
	5.4.7	Capacity Release - Offer Upload
	5.4.8	Capacity Release - Offer Upload Quick Response
	5.4.9	Capacity Release - Offer Upload Notification
	5.4.10	Capacity Release - Offer Upload Bidder Confirmation
	5.4.11	Capacity Release - Offer Upload Bidder Confirmation
		Quick Response
	5.4.12	Capacity Release - Offer Upload Final Disposition
	5.4.13	Capacity Release - Operationally Available and
		Unsubscribed Capacity
	5.4.14	Capacity Release - Upload of Request for Download of
		Posted Data Sets
	5.4.15	Capacity Release - Response to Upload of Request for
		Download of Posted Data Sets
	5.4.16	Capacity Release - Systemwide Notices
	5.4.17	Capacity Release - Note/Special Instructions
	5.4.18	Capacity Release - Bid Upload
	5.4.19	Capacity Release - Bid Upload Quick Response
	5.4.20	Transactional Reporting - Capacity Release
	5.4.21	Transactional Reporting - Firm Transportation
	5.4.22	Transactional Reporting - Interruptible Transportation

1.13 "Day" or "Gas Day" shall mean a period beginning at 9:00 a.m. Central Clock Time and ending at 9:00 a.m. Central Clock Time on the next calendar day.

FERC Docket: RP01-281-000

Fifth Revised Sheet No. 48C Fifth Revised Sheet No. 48C: Effective

Superseding: Fourth Revised Sheet No. 48C

GENERAL TERMS AND CONDITIONS (Continued)

1.14 "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units ("MMBtu"). One "Dekatherm" of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy, and will be reported on a dry MMBtu (or Dth) basis. Dth is the Standard Quantity unit for Nominations, Confirmations and Scheduled Quantities in the United States. The standard conversion factor between Dth and Canadian Gigajoules (Gj) is 1.055056 Gjs per Dth. As used in this Tariff, related service agreements, statements and invoices, MMBtu and Dth are considered synonymous. (GISB Standard 1.3.14)

- 1.15 "Deliver" or "Delivered" shall mean the Tender by Transporter to Shipper, or to a third Party for Shipper's account of a quantity of natural Gas containing the same thermal content as received by Transporter (net of Fuel Reimbursement) in accordance with all of the provisions of this Tariff and Shipper's Storage Service Agreement.
- 1.16 "Downstream Party" shall mean the entity (name or identifying number) receiving Gas at a designated location as identified by a Shipper's Nomination.
- 1.17 "Electronic Delivery Mechanism" or "EDM" shall mean the electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate Party. Transporter's use and implementation of EDM shall conform to all appropriate GISB Standards.
- 1.18 "Electronic Transmission" or "Electronic Communication" shall mean the transmission of information via Transporter's electronic bulletin board, Transporter's standardized Internet Web Site ("Web Site"), and Electronic Data Interchange ("EDI") including information exchanged via EDM. This term excludes facsimile.

FERC Docket: RP00-182-000

Second Revised Sheet No. 48D Second Revised Sheet No. 48D : Effective

Superseding: First Revised Sheet No. 48D

GENERAL TERMS AND CONDITIONS (Continued)

- 1.19 "End Date" shall mean the Day specified by a Shipper on which a Gas transaction is to end. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested end time when submitting Intraday Nominations.
- 1.20 "FERC" shall mean the Federal Energy Regulatory Commission and any other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers of the Federal Energy Regulatory Commission.
- 1.21 "Fuel Reimbursement" shall mean the compressor Fuel Gas and Unaccounted-for Gas.
 - (a) "Fuel Gas" shall mean a quantity of Gas, stated in terms of a percentage of the quantities Tendered for injection and withdrawal, as appropriate, which is required to accomplish the Storage Service. Said percentage shall be computed by Transporter as often as is necessary for reasonably accurate determination.
 - (b) Fuel Reimbursement percentages shall be posted by and be effective at the beginning of the Month. (GISB Standard 1 3 28)
 - (c) Fuel Reimbursement calculations shall be accomplished pursuant to GISB Standards.
 - (i) Fuel Reimbursement calculations shall be rounded to the nearest Dth for each Nomination transaction.
 - (ii) Balanced Nomination transactions are calculated as follows: Gas Tendered for Injection times (1-(Fuel Reimbursement Percentage/100)) equals Injection Quantity.
 - (iii) In the event of differences resulting from rounding the calculation of Fuel Reimbursement, a Nomination shall not be rejected for differences less than 5 Dth. (GISB Standard 1.3.29)
 - (iv) Fuel Reimbursement quantities have the same scheduling priority as their base Nomination. (GISB Standard 1.3.31)

FERC Docket: RP09-667-002

Sub Fourteenth Revised Sheet No. 49 Sub Fourteenth Revised Sheet No. 49

Superseding: Fourteenth Revised Sheet No. 49

GENERAL TERMS AND CONDITIONS (Continued)

1.21 "Fuel Reimbursement" (Contd.)

- (d) "Unaccounted-for Gas" shall mean a quantity of Gas, stated in terms of a percentage of the quantities Tendered for injection, to compensate for lost or otherwise Unaccounted-for Gas during the Storage Service hereunder. Said percentage shall be computed by Transporter as often as is necessary for reasonably accurate determination. If such computation results in a value of less than .01 percent, the percentage for Unaccounted-for Gas shall be considered 0 percent.
- 1.22 "Gas" shall mean combustible hydrocarbon Gas.
- 1.23 "Gas in Place" shall mean a quantity of Gas currently held in storage for the account of each Shipper.1.24 "Gas Industry Standards Board" or "GISB" also known as "North
- 1.24 "Gas Industry Standards Board" or "GISB" also known as "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- "GISB or NAESB or NAESB WGQ Standards" and "GISB or NAESB or NAESB WGQ Definitions", shall mean the standardized business practices, procedures, criteria and definitions of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC. Transporter and all Shippers shall accept all NAESB standard data elements. Usage of such data elements shall be characterized as either mandatory, conditional, sender's option, business conditional or mutually agreeable (NAESB WGQ Standard Definition 1.2.2).

Unless otherwise stated, all NAESB WGQ Standards referenced by or incorporated into this Tariff are Version 1.8. Notwithstanding this Section 1.25, Transporter shall adhere to the NAESB WGQ Standards as modified by Order No. 717. Transporter incorporates by reference the requirements of the following NAESB WGQ Standards and Definitions:

0.2.1 through 0.3.15 0.4.1 1.2.13 through 1.2.19 1.3.47 through 1.3.50 1.3.52 through 1.3.63 1.3.75 1.3.79 2.2.2 through 2.2.5 2.3.1 through 2.3.2 2.3.4 through 2.3.6 2.3.16 2.3.16 2.3.19 through 2.3.20 2.3.23 2.3.25 2.3.27 through 2.3.30

FERC Docket: RP09-667-002

2nd Sub Eleventh Revised Sheet No. 49A 2nd Sub Eleventh Revised Sheet No. 49A

Superseding: Sub Eleventh Revised Sheet No. 49A

GENERAL TERMS AND CONDITIONS (Continued)

1.25 (Continued)

2.3.32 through 2.3.35 2.3.40 through 2.3.65 2.4.17 through 2.4.18 3.3.1 through 3.3.2 3.3.4 through 3.3.5 3.3.7 3.3.11 through 3.3.13 3.3.21 through 3.3.24 3.3.26 4.2.1 through 4.2.20 4.3.1 through 4.3.3 4.3.5 4.3.16 through 4.3.18 4.3.20 4.3.22 through 4.3.36 4.3.38 through 4.3.62 4.3.65 through 4.3.69 4.3.72 through 4.3.76 4.3.78 through 4.3.87 4.3.89 through 4.3.93 5.2.3 5.3.7 5.3.31 through 5.3.33 5.3.35 through 5.3.43 5.3.46 through 5.3.50 5.3.52 5.3.55 5.3.57 through 5.3.60 5.4.23 10.2.1 through 10.2.38 10.3.1 10.3.3 through 10.3.25

FERC Docket: RP05-451-000

Original Sheet No. 49A.01 original Sheet No. 49A.01 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 1.26 "Injection Period" shall consist of the period commencing on June 1 of any year and continuing through October 31 of such year.
- 1.27 "Injection Quantity" is that quantity of Gas Tendered by Shipper or for the account of Shipper less Fuel Reimbursement.
- 1.28 "Interconnecting Party" shall mean the Party or such Party's designee that is responsible for operations of a natural Gas system which interconnects with Transporter's system and is responsible for verifying Nominations and scheduling Gas flow at such point of interconnections. An Interconnecting Party is also a Confirming Party. Each Interconnecting Party is required to conform to the schedules set forth in Article 5 of these General Terms and Conditions of this Tariff, unless specifically exempted by Transporter.
- 1.29 "Intraday Nomination" shall mean a Nomination submitted by a Nominating Party after the Timely Nomination deadline set forth in Article 5 of these General Terms and Conditions and which has an effective time no earlier than the beginning of the Gas Day and which extends through the end of the Gas Day. (GISB Standard 1.2.4) Intraday Nominations shall be accepted for the following cycles pursuant to the schedule set forth in Article 5 of these General Terms and Conditions:
 - (a) Evening Cycle the day prior to the Gas Day
 - (b) Intraday 1 Cycle the morning of the Gas Day
 - (c) Intraday 2 Cycle the afternoon of the Gas Day

FERC Docket: CP93-541-012

Twelfth Revised Sheet No. 50 Twelfth Revised Sheet No. 50: Effective Superseding: Substitute Eleventh Revised Sheet No. 50

GENERAL TERMS AND CONDITIONS

(Continued)

- 1.30 "Maximum Available Capacity" ("MAC") shall mean the maximum quantity of Gas (expressed in Dth) that Transporter is required to accept under Rate Schedule FS-1 or the maximum quantity of Gas expressed in Dth) that Transporter may accept under Rate Schedule IS-1 for injection into storage during the Injection Period on Shipper's behalf.
- 1.31 "Maximum Daily Injection Quantity" ("MDIQ") shall mean the maximum quantity of Gas (expressed in Dth) per Day that Transporter shall be required to inject into storage on a firm basis on Shipper's behalf. The MDIQ shall be limited to 1/58 of Shipper's MAC; provided however, during the Month of November the MDIQ shall be limited to some lesser quantity when and to the extent required by storage operational conditions and maintenance. As the field is developed and operating experience gained, it is possible that these parameters will require modification.
- 1.32 "Maximum Daily Quantity" ("MDQ") shall mean the maximum quantity of Gas (expressed in Dth) per Day that Shipper may Tender and Transporter may accept for Delivery to, or to withdraw from storage for Shipper's account on an interruptible basis.
- 1.33 "Maximum Daily Withdrawal Quantity" ("MDWQ") shall mean the maximum Daily quantity of Gas (expressed in Dth) that Transporter shall be required to withdraw from storage on a firm basis on Shipper's behalf. Shipper's MDWQ shall be equal to 1/29 of Shipper's MAC.
- 1.34 "Mcf" shall mean 1,000 cubic feet of Gas at a pressure of 14.73 p.s.i.a. and at a temperature of 60 degrees Fahrenheit. Pressure base conversion factors shall be stated with at least six decimal places. (GISB Standard 2.3.10) However, the reporting basis for Gas transactions is thermal. See definition of Dth in this Article.
- 1.35 "Month" shall mean the period of time beginning at 9:00 a.m., Central Clock Time on the 1st Day of a calendar month and ending at 9:00 a.m. Central Clock Time, on the 1st Day of the next succeeding calendar month.
- 1.36 "Nomination" or "Nominate" shall mean a request by a Shipper for a prospective storage transaction under an executed service agreement and submitted to Transporter.

FERC Docket: RP01-281-000

Sixth Revised Sheet No. 50A sixth Revised Sheet No. 50A: Effective

Superseding: Fifth Revised Sheet No. 50A

- (a) A data set which contains the mandatory data elements included in the GISB Standards related to Nominations and any appropriate business conditional or mutually agreeable data elements, which is consistent with the provisions of the Shipper's service agreement, and which has been delivered to Transporter, or to Transporter via Electronic Communication, or when agreed to by Transporter, by facsimile, is considered to be a Valid Nomination. Shipper Nominations sent by EDM shall conform to the requirements of the Data Dictionary standards set forth in GISB Standard 1.4.1.
- 1.37 "Nominating Party" shall mean a Shipper or Shipper's Agent authorized to submit Nominations to Transporter pursuant to Shipper's executed service agreement(s).
- 1.38 "p.s.i.a." shall mean pounds per square inch absolute.
- 1.39 "p.s.i.g." shall mean pounds per square inch gauge.
- 1.40 "Package Identifier" or "Package ID" shall mean a Nomination data element which is provided at the service requester's option to differentiate between discrete business transactions. When used, Package ID should be: (a) supported for Nominating and scheduling; (b) mutually agreed between the applicable Parties for allocations and imbalance reporting; (c) supported for invoicing (sales and purchase); and (d) mutually agreed for Transport invoicing. Package ID is not required for transportation invoicing. Use of the Package ID is at the discretion of the service requester, and if sent, should be accepted and processed by Transporter. (GISB Definition 1.2.5 and GISB Standards 1.3.24 and 1.3.25)
- 1.41 "Party" or "Parties" shall mean either Shipper and/or Transporter.
- 1.42 "Point of Injection" shall mean that point where Transporter accepts Gas for injection into Transporter's Storage Field for the account of Shipper.

FERC Docket: RP00-182-000

Seventh Revised Sheet No. 51 Seventh Revised Sheet No. 51: Effective Superseding: Sixth Revised Sheet No. 51

- 1.43 "Point of Withdrawal" shall mean that point where Transporter Tenders Gas from Transporter's Storage Field for the account of Shipper.
- 1.44 "Products" shall mean liquid and liquefiable hydrocarbons, inerts (including, but not limited to, helium and nitrogen), sulfur, water, and any other component of Gas removed by processing or compression, or by means of drips or separators.
- 1.45 "Quick Response" shall mean the preliminary response record generated by Transporter and made available via EDM to the Nominating Party indicating the successful receipt of a Nomination and the fact that such Nomination is correct and able to be processed or is incorrect and rejected. Transporter's Quick Response shall conform to the requirements of the Data Dictionary standards as set forth in GISB Standard 1.4.2.
- 1.46 "Rank" shall mean the relative value provided at the Nominating Party's option as a data element in a Nomination. Such value shall indicate the Nominating Party's requested scheduling priority among Nominations for the same period under the same contract. One (1) shall indicate the highest priority and nine hundred ninety-nine (999) the lowest (GISB Standard 1.3.23).
- 1.47 "Releasing Shipper" is any Shipper who has a Storage Service Agreement and has Storage Service provided under Rate Schedule FS-1 who elects to release all or a portion of its firm capacity, subject to the capacity release program as contained in Article 2 of these General Terms and Conditions.
- 1.48 "Render" shall mean postmarked, or electronically delivered via Electronic Communication.
- 1.49 "Replacement Capacity Agreement" is an agreement between Transporter and Replacement Shipper setting forth the rate(s) and the terms and conditions of the service for using capacity rights acquired pursuant to Article 2 of these General Terms and Conditions.
- 1.50 "Replacement Shipper" is any Shipper who acquires capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Article 2 of these General Terms and Conditions.

FERC Docket: RP05-357-000

Tenth Revised Sheet No. 52 Tenth Revised Sheet No. 52: Effective

Superseding: Ninth Revised Sheet No. 52

GENERAL TERMS AND CONDITIONS

(Continued)

1.51 "Request for Confirmation" shall mean the information via EDM which conforms to the Data Dictionary standards as set forth in GISB Standard 1.4.3. A Request for Confirmation may be sent by any operator to an interconnected operator to initiate the communications for a Confirmation Response (See definition of Confirmation in this Article).

1.52 "Reservoir Integrity Inventory Limit" shall be the maximum amount of Gas in Place that Shipper shall be permitted to have in Transporter's Storage Field at a particular time. The Reservoir Integrity Limit is as shown on the graph on Sheet No. 52A. As further experience is gained based on the actual operations of Transporter's Storage Field, it is possible that this Reservoir Integrity Inventory Limit will require modification. Transporter may, on a nondiscriminatory basis, permit Shippers to exceed the Reservoir Integrity Inventory Limit if, in Transporter's reasonable judgment, Transporter's reservoir integrity and service to other firm shippers will not be adversely affected. On such occasions, Transporter will post a notice on its EBB notifying Shippers that the Reservoir Integrity Inventory Limit may be exceeded.

FERC Docket: RP08-179-000

Fifth Revised Sheet No. 52A Fifth Revised Sheet No. 52A: Effective Superseding: Fourth Revised Sheet No. 52A

GENERAL TERMS AND CONDITIONS (Continued)

1.52 (continued)

The Reservoir Integrity Inventory Limit curve is depicted only in the hard copy format.

FERC Docket: CP93-541-012

Fifth Revised Sheet No. 52B Fifth Revised Sheet No. 52B : Effective

Superseding: Substitute Fourth Revised Sheet No. 52B GENERAL TERMS AND CONDITIONS (Continued)

- 1.53 "Scheduled Quantity" shall mean the quantity of Gas Transporter has determined it can inject or withdraw based on a Shipper's Nomination on a designated Gas Day subject to Transporter's available storage capacity. Such quantities shall be determined pursuant to the provisions of these General Terms and Conditions and are subject to final Confirmation. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary Standards as set forth in GISB Standard 1.4.5.
- 1.54 "Shipper" shall mean that Party on whose behalf Gas is being stored.
- 1.55 "Standard Quantity" as used in Nominations, Confirmations and Scheduling shall mean the Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference, 1 Dekatherm = 1,000,000 Btus; 1 gigajoule is 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. The International Btu is specified for use in the Gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per Dekatherm. (GISB Standard 1.3.14)
- 1.56 "Storage Field" shall mean the storage facilities and reservoirs utilized by Transporter to provide Storage Service.
- 1.57 "Storage Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper at the Point of Injection, the injection of such Gas for storage for Shipper's account, the inventorying of such Gas in Transporter's Storage Field, and the withdrawal of such Gas for Shipper's account at the Point of Withdrawal.
- 1.58 "Storage Year" shall mean the period commencing June 1 of each year and ending on May 31 of the next succeeding year.

FERC Docket: CP93-541-012

First Revised Sheet No. 52C First Revised Sheet No. 52C : Effective Superseding: Substitute Original Sheet No. 52C

Superseding: Substitute Original Sheet No. 52C
GENERAL TERMS AND CONDITIONS
(Continued)

- 1.59 "Tender" or "Tendered" shall mean making natural Gas available in accordance with all of the provisions of this Tariff and Shipper's Storage Service Agreement.
- 1.60 "Transporter" shall mean Young Gas Storage Company, Ltd.
- 1.61 "Upstream Party" shall mean the entity (Name or identifying number) Delivering Gas to Transporter at a designated location as identified by a Shipper's Nomination.
- 1.62 "Withdrawal Period" refers to the period commencing on November 1 of each year and ending on May 31 of the next succeeding year.
- 1.63 "Withdrawal Quantity" is that quantity of Gas Delivered from storage by Transporter for Shipper's account.

FERC Docket: RP05-134-000

Sixth Revised Sheet No. 53 Sixth Revised Sheet No. 53: Effective

Superseding: Fifth Revised Sheet No. 53

GENERAL TERMS AND CONDITIONS
(Continued)

ARTICLE 2 - CAPACITY RELEASE PROGRAM

2.1 Purpose. This Article sets forth the specific terms and conditions applicable to Transporter's capacity release program.

- 2.2 Applicability. This Article 2 is applicable to any Releasing Shipper(s), or any Replacement Shipper(s), who elects to release all or a portion of its firm capacity under Rate Schedule FS-1. Releasing Shipper(s) as defined in Article 1 of these General Terms and Conditions shall have the right to release, on a permanent or temporary basis, any portion of its firm capacity rights held under a Service Agreement with Transporter, but only to the extent that the capacity so released is acquired by another Shipper pursuant to this Article 2. Replacement Agreements based on a volumetric reservation rate are not subject to further release.
- 2.3 Availability of Released Capacity. Released capacity shall be made available on a nondiscriminatory basis and shall be assigned on the basis of an open season or prearrangement in accordance with the procedures of this Article 2 and, where appropriate, the applicable NAESB Standards.
- Qualification for Participation in the Capacity Release Program. Any Shipper, whether seeking to acquire capacity under bid or a prearranged release must be prequalified by Transporter prior to submitting a bid for released capacity. To be prequalified, a Shipper must satisfy the creditworthiness requirements of Rate Schedule FS-1. Notwithstanding such qualification to participate in the capacity release program, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.

FERC Docket: RP09-287-000

Second Revised Sheet No. 53A Second Revised Sheet No. 53A

Superseding: First Revised Sheet No. 53A

GENERAL TERMS AND CONDITIONS (Continued)

2.5 (continued)

- (a) Releases Assigned On the Basis of An Open Season. A Shipper electing to release capacity on the basis of an open season must post notice of release on Transporter's electronic bulletin board pursuant to Section 2.7 hereof. Such notice shall be posted upon receipt unless Releasing Shipper requests otherwise.
 - (b) Shipper may determine the posting date and length of the open season; however, the minimum posting requirements and duration of open season where the release is subject to special terms and/or conditions, or where Releasing Shipper establishes non-standard bid evaluation criteria (as detailed in Section 2.12(d)(iv) shall comply with the following schedule:

FERC Docket: RP00-182-000

Third Revised Sheet No. 54 Third Revised Sheet No. 54: Effective

Superseding: Second Revised Sheet No. 54

GENERAL TERMS AND CONDITIONS (Continued)

Posting Requirements for Releases subject to special terms and/or conditions or Releasing Shipper's non-standard Bid Evaluation Criteria:

Length of Release	Open Season	Open Season Commences (Note 2)	Match Offer
1 Month or less	1 Business Day	2 Business Days before Nomina- tions are due pursuant to Sec- tion 2.20 hereof	N/A
More than 1 Month but less than 3 Months	1 Business Day	3 Business Days before Nomina- tions are due pursuant to Sec- tion 2.20 hereof	1 Business Day
3 Months or more but less than 1 Year	4 Business Days	10 Business Days before Nomina- tions are due pursuant to Sec- tion 2.20 hereof	2 Business Days
1 Year or more	12 Business Days	24 Business Days before Nomina- tions are due pursuant to Sec- tion 2.20 hereof	4 Business Days

- NOTES: (1) Posting of Notices of Release either under an open season or a prearranged release are subject to review by Transporter for accuracy, completeness, and validity before being posted.
 - (2) If a Releasing Shipper agrees to accept a contingent bid pursuant to Section 2.7(n), the beginning of the open season shall start earlier by a minimum of two Business Days.

FERC Docket: RP09-287-000

Fifth Revised Sheet No. 54A Fifth Revised Sheet No. 54A

Superseding: Fourth Revised Sheet No. 54A

GENERAL TERMS AND CONDITIONS (Continued)

2.5 (continued)

(c) Posting Requirements and Minimum Lengths of Release Open Season pursuant to NAESB Standard 5.3.2 (Timeline), as modified by FERC Order 712, for Releases Complying with NAESB Standard Bid Evaluation Methods as described in Section 2.12(d)(i) through (iii) hereof, and which include no special terms and/or conditions. Unless otherwise noted, all times are Central Clock Time ("CCT").

For biddable releases (one (1) year or less):

- offers should be tendered by 12:00 p.m. on a Business Day;
- (ii) open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- (iii) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (iv) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (v) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For biddable releases (more than one (1) year):

FERC Docket: RP03-427-000

Fourth Revised Sheet No. 54B Fourth Revised Sheet No. 54B: Effective

Superseding: Third Revised Sheet No. 54B

GENERAL TERMS AND CONDITIONS

(Continued)

ARTICLE 2 - CAPACITY RELEASE PROGRAM (Contd.)

2.5 (c) (continued)

- (vii) open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- (ix) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (x) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (xi) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For non-biddable releases:

- (xii) Timely Cycle
 - (a) posting of prearranged deals not subject to bid are due by 10:30 a.m.;
 - (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)
- (xiii) Evening Cycle
 - (a) posting of prearranged deals not subject to bid are due by 5:00 p.m.;
 - (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

FERC Docket: RP03-427-000

Second Revised Sheet No. 54C second Revised Sheet No. 54C: Effective

Superseding: First Revised Sheet No. 54C

GENERAL TERMS AND CONDITIONS

(Continued)

ARTICLE 2 - CAPACITY RELEASE PROGRAM (Contd.) 2.5(c) (continued)

(xiv) Intraday 1 Cycle

- (a) posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)
- (xv) Intraday 2 Cycle
 - (a) posting of prearranged deals not subject to bid are due by $4:00~\mathrm{p.m.;}$
 - (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

FERC Docket: RP09-287-000

Ninth Revised Sheet No. 55 Ninth Revised Sheet No. 55

Superseding: Eighth Revised Sheet No. 55

- 2.6 Prearranged Releases. A Shipper electing to release capacity on the basis of a prearranged release must post notice on Transporter's electronic bulletin board pursuant to Section 2.9 herein.
 - (a) No open season is required for a prearranged release which meets all of the terms of the release and is: (1) a release for more than one Year at the maximum Reservation Rates applicable to Rate Schedule FS-1, (2) a release for any period of thirty-one Days or less, (3) a release to an asset manager as defined by FERC regulations at C.F.R. 284.8, or (4) a release to a marketer participating in a state-regulated retail access program as defined by FERC regulations at C.F.R. 284.8. All other prearranged releases shall be subject to an open season requirement contained in Section 2.5 hereof.
 - (b) A Releasing Shipper may not rerelease capacity that is a rollover or extension of a release of thirty-one Days or less to the same Replacement Shipper until twenty-eight (28) Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in this Section 2.6.
 - (c) A Shipper electing to release capacity on a prearranged basis not subject to an open season must post the notice of release on Transporter's electronic bulletin board or submit it notice via an EDI upload utilizing the data sets included in the NAESB Standards pursuant to the timeline for non-biddable releases in Sections 2.5(c)(xii) - (xv) above.
- 2.7 Notice by Shipper Electing to Release Capacity On An Open Season Basis. Any Shipper holding capacity rights subject to this Article 2 who desires to release such firm capacity on an Open Season Basis shall deliver notice via Transporter's electronic bulletin board which shall contain the following:
 - (a) Releasing Shipper's legal name, contract number, and the name of the individual responsible for authorizing the release of capacity;

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Seventh Revised Sheet No. 56 seventh Revised Sheet No. 56 : Effective

Superseding: Sixth Revised Sheet No. 56

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 2 - CAPACITY RELEASE PROGRAM (Contd.) 2.7 (continued)

- (b) the maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth per Day (notice should include MDWQ, MDIQ, and MAC, as defined in this Tariff);
- (c) whether capacity will be released on a recallable or a recallable and reputtable (returned to the Replacement Shipper) basis. Recall and reput terms must be objectively stated, nondiscriminatory, and applicable to all bidders. A Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51).
- (d) the requested effective date and the term of the release (minimum term of release is one Day);
- (e) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified by Releasing Shipper in (d) above, and, if so, the minimum acceptable period of release;
- (f) whether the Releasing Shipper desires bids for the released capacity to be stated in dollar amount per Dth or as a percentage of Transporter's maximum Reservation Rates as in effect from time to time;
- (g) whether the Releasing Shipper desires to release capacity on a volumetric Reservation Rates basis, and, if so, the minimum acceptable rate, and if applicable, any minimum volumetric load factor commitment. (Capacity releases made on a volumetric rate basis cannot be rereleased by the Replacement Shipper);
- (h) maximum Tariff Reservation Rates applicable to Rate Schedule FS-1 for which capacity being released as shown on Transporter's Schedule of Rates and Surcharges will be posted in the notice of release by Transporter;

FERC Docket: RP09-287-000

Fifth Revised Sheet No. 57 Fifth Revised Sheet No. 57

Superseding: Fourth Revised Sheet No. 57

GENERAL TERMS AND CONDITIONS (Continued)

2.7 (continued)

- if Releasing Shipper is willing to consider releasing capacity at less than maximum Reservation Rates stated in (h) above, and if so, the minimum Reservation Rates Releasing Shipper is willing to accept;
- (j) whether the Releasing Shipper wants Transporter to market the capacity in accordance with Section 2.18 hereof;
- (k) for releases posted to comply with the NAESB Timeline as shown in Section 2.5(c) hereof, the Releasing Shipper shall select one of the following bid evaluation methods which are described more fully in Section 2.12(d):
 - (i) Present Value
 - (ii) Highest Rate
 - (iii) Net Revenue
- (1) in lieu of the methods described in Section 2.7(k) above, the Releasing Shipper may provide its own nondiscriminatory bid evaluation criteria; except that Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation method. However, Transporter is not obligated to comply with the NAESB Timeline shown in Section 2.5(c), hereof, if one of the methods shown in Section 2.7(k) is not chosen. In that case, Transporter shall apply the timeline for releases subject to special terms and/or conditions contained in Section 2.5(b) above.
- (m) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper. Open season dates will be posted by Transporter based on the requirements of Section 2.5 of this Tariff or by Releasing Shipper, if Shipper requests an open season longer or earlier posting than required in Section 2.5 herein. After the open season has commenced, a Releasing Shipper cannot specify the extension of an open season bid period without posting a new release.

FERC Docket: RP01-281-000

Seventh Revised Sheet No. 58 Seventh Revised Sheet No. 58: Effective

Superseding: Sixth Revised Sheet No. 58

GENERAL TERMS AND CONDITIONS

(Continued)

(n) whether the Releasing Shipper is willing to accept contingent bids.

- (o) Releasing Shipper shall elect one of the following:
 - establish minimum terms of the release and display them on the electronic bulletin board;
 - (ii) establish minimum terms of the release and keep such terms confidential (i.e., not post them on the electronic bulletin board) but Bidding Shipper will be informed on the electronic bulletin board that minimums have been established;
 - (iii) establish no minimum terms; Releasing Shipper will accept highest bid received for the release.
- (p) any other applicable conditions of the release.
- 2.8 Posting the Results of Prearranged Releases. With respect to a prearranged release which is not subject to an open season, Transporter shall post notice of completed transactions pursuant to Section 2.15 hereof of such release within two Business Days after the transaction commences.
- 2.9 Notice by Shipper Electing to Release Capacity on Prearranged Release Basis and Confirmation of Bid by prearranged Shipper. The Releasing Shipper shall deliver a notice of a prearranged release via Transporter's electronic bulletin board or via an Electronic Data Interchange ("EDI") upload of the prearranged deal utilizing the GISB Standard data sets. Likewise, the prearranged Shipper must confirm its bid electronically either interactively on the electronic bulletin board or via an EDI upload of the confirmation utilizing the GISB Standard data sets. The offer upload bidder confirmation and quick response process should support the association of a replacement capacity contract with another contract for balancing or related purposes. The support for this process between parties should be on a mutually agreeable basis. (GISB Standard 5.3.30) The electronic bulletin board notice shall set forth the following information:

FERC Docket: RP09-287-000

Sixth Revised Sheet No. 59 Sixth Revised Sheet No. 59

Superseding: Fifth Revised Sheet No. 59

- (a) all the items contained in Section 2.7 hereof required to define a prearranged release;
- (b) prearranged Shipper's legal name and the name and telephone number of the individual responsible for authorizing the bid for the prearranged release;
- (c) the term of the proposed acquisition of capacity by prearranged Shipper (minimum term of any release is one Day);
- (d) the Reservation Rates, expressed as a daily rate or as a percentage of the maximum Reservation Rates, as appropriate, the prearranged Shipper has agreed to pay for the released capacity and any minimum volumetric load factor, if applicable. If capacity is released on a volumetric rate basis, it cannot be rereleased by the Replacement Shipper;
- (e) the capacity (MDWQ, MDIQ, and MAC) which prearranged Shipper wishes to acquire stated in Dth;
- (f) whether or not the prearranged Shipper is an affiliate of Releasing Shipper or an affiliate of Transporter;
- (g) whether or not the prearranged Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18.C.F.R. 284.8;
- (h) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper. Open season dates will be posted by Transporter based on the requirements of Section 2.5 of this Tariff, if applicable, or by Releasing Shipper, if Releasing Shipper requests a longer open season than the minimum required in Section 2.5. Releasing Shipper cannot allow extension of time provided for the prearranged Shipper to match a higher bid (matching period as described in the Timelines in Section 2.5 hereof) without posting a new release;
- (i) any other applicable conditions of the prearranged release.
- 2.10 Term of Released Capacity. The term of any release of firm capacity shall not exceed the term of the Storage Service Agreement or Replacement Capacity Agreement under which the release occurs, nor shall it be less than one Day.

FERC Docket: RP09-287-000

Sixth Revised Sheet No. 60 Sixth Revised Sheet No. 60

Superseding: Fifth Revised Sheet No. 60

- 2.11 Bids for Released Capacity Subject to Open Season. A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's electronic bulletin board. The Bidding Shipper (or prearranged Shipper) must have met the creditworthiness provisions of Transporter's Tariff pursuant to Section 2.4 hereof.
 - (a) Each bid for released capacity must include the following:
 - (i) Bidding Shipper's legal name and the name and telephone number of the individual responsible for authorizing the bid;
 - (ii) the term of the proposed acquisition;
 - (iii) the maximum Reservation Rates expressed as a daily rate or percentage of the maximum Reservation Rates, as appropriate, or maximum volumetric rate (either dollars or percent, as appropriate) Bidding Shipper is willing to pay for the released capacity;
 - (iv) the capacity desired, including MDWQ, MDIQ, and MAC, as defined herein;
 - (v) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or an affiliate of Transporter;
 - (vi) for prearranged releases, whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8;
 - (vii) any other information requested in notice of release posted on Transporter's electronic bulletin board;
 - (viii) whether or not Bidding Shipper will meet all other terms of release (if there are any); and
 - (ix) the time and date the bid was submitted to Transporter for posting on Transporter's electronic bulletin board.

FERC Docket: RP09-287-000

Eighth Revised Sheet No. 61 Eighth Revised Sheet No. 61

Superseding: Seventh Revised Sheet No. 61

GENERAL TERMS AND CONDITIONS (Continued)

2.11 (continued)

- (b) All valid and complete bid(s) received by Transporter during the open season as detailed in Section 2.5 hereof shall be posted on Transporter's electronic bulletin board. The identity of the Bidding Shipper(s) will not be posted, but all other terms of the bid(s) will be posted on Transporter's electronic bulletin board or will be available via EDI utilizing the NAESB Standard data sets.
- (c) Except as stated in this Section 2.11(c), a Bidding Shipper may not bid a reservation rate less than the minimum Tariff Reservation Rates nor more than the maximum Tariff Reservation Rates, nor may the capacity or the term of the release of such bid exceed the maximum quantity or term specified by Releasing Shipper. No maximum rate limitation applies to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.
- (d) A Bidding Shipper may withdraw its bid any time prior to the expiration of the open season but may not resubmit a bid for the same release at an equal or lower rate. Bids may be withdrawn in writing, interactively via the electronic bulletin board, or via an EDI upload utilizing the NAESB Standard data set.
- (e) A Bidding Shipper may only have one bid pending for a particular capacity release transaction at any one time.
- (f) All bids pending at the expiration of the open season shall be binding upon Bidding Shipper(s). Further, the Bidding Shipper(s) agrees that its bid will constitute a binding agreement if the Bidding Shipper is awarded the released capacity pursuant to this Article 2.
- 2.12 Awarding of Released Capacity. Released capacity shall be awarded in accordance with this Section 2.12.
 - (a) If a Bidding Shipper's bid satisfies all terms and conditions specified in the Releasing Shipper's notice, including the posted Reservation Rates, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be entitled to reject such bid. If such bid was submitted in an open season relating to a prearranged release, capacity shall be awarded pursuant to Section 2.12(h) hereof.

FERC Docket: RP00-182-000

Sixth Revised Sheet No. 62 Sixth Revised Sheet No. 62: Effective

Superseding: Fifth Revised Sheet No. 62

GENERAL TERMS AND CONDITIONS (Continued)

2.12 (continued)

- (b) Releasing Shipper(s) may withdraw their offer of release any time prior to the start of the open season or during the open season in the event of an unexpected change in the Releasing Shipper's need for the capacity being released up to the time a valid bid is received. The Releasing Shipper may not withdraw its offer of release, however, if bids have been received that meet the minimum terms of the release; the Releasing Shipper may withdraw its offer to release capacity in writing, interactively via the electronic bulletin board, or via an EDI upload utilizing the GISB Standard data set.
- (c) If more than one bid is received that is equal to or exceeds all the minimum terms and conditions specified in Releasing Shipper's notice, then Replacement Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid, based on the bid evaluation methods as posted by Releasing Shipper in its notice of release. Transporter shall evaluate and rank all bids submitted during the open season. If bids from two or more Bidding Shippers result in bids of equal value, then the capacity shall be awarded pursuant to Section 2.12(g) hereof. If Bidding Shipper has made a bid based on a contingency and such contingency has not been removed by the date and time specified by Releasing Shipper or pursuant to the Timelines in Section 2.5 hereof, such bid shall be deemed withdrawn.
- (d) Bid Evaluation Methods. All bids received will be evaluated pursuant to the following methods:
 - (i) Present Value Calculation. Releasing Shipper may elect to have all bids evaluated and ranked pursuant to a Present Value Calculation as follows:

$$1 - (1 + i)^{-n}$$
R x ----- x V = present value

in its currently effective rates

 $\begin{array}{lll} \text{n =} & \text{term of the release} \\ \text{R =} & \text{the Reservation Rates bid} \\ \text{V =} & \text{Quantity stated in Dth} \end{array}$

FERC Docket: RP09-287-000

Seventh Revised Sheet No. 63 Seventh Revised Sheet No. 63

Superseding: Sixth Revised Sheet No. 63

GENERAL TERMS AND CONDITIONS (Continued)

2.12(d) (continued)

- (ii) Highest Rate. Releasing Shipper may elect to have bids evaluated on the basis of the highest Reservation Rates bid:
- (iii) Net Revenue. Releasing Shipper may elect to have bids evaluated on the basis of the total Reservation Rates-based revenues received over the term of the release;
- (iv) Releasing Shipper's Criteria. Releasing Shipper may at the time of posting of the notice of release specify how bids are to be evaluated to determine which offer is the best. The criteria must be objectively stated, applicable to all potential bidders, and nondiscriminatory. It can contain provisions that allow for weighting of factors such as quantity, term, and rate; however, Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation methodology. If bid evaluation criteria is provided by the Releasing Shipper and varies from Section 2.7(k) hereof, Transporter is not obligated to comply with the NAESB Timeline as specified in Section 2.5(c), hereof, but will evaluate the bids promptly, in conformance with the timeline in Section 2.5(b), hereof.
- (e) If bid evaluation criteria are provided by Releasing Shipper, Transporter shall, for each bid received, calculate the total value of all the bids received at the end of the open season based on the nondiscriminatory criteria provided by Releasing Shipper. The results of this calculation shall determine each bid's actual total value. The bids will then be ranked by Transporter in order from the highest to the lowest total value.

FERC Docket: RP09-287-000

Sixth Revised Sheet No. 63A Sixth Revised Sheet No. 63A

Superseding: Fifth Revised Sheet No. 63A

GENERAL TERMS AND CONDITIONS (Continued)

2.12 (continued)

- (f) For bids evaluated using any of the first three methods (Sections 2.12(d)(i) through (iii), above), Transporter shall notify Releasing Shipper and successful bidder no later than 5:00 p.m. CCT on the Day before Nominations are due (as specified in Section 2.5, hereof) and the capacity shall be awarded to the successful Bidding Shipper(s) (i.e., the Replacement Shipper(s)).
- (g) If bids from two or more Bidding Shippers result in bids of the highest equal value, the first bid received of highest equal value will be awarded the capacity.
 - In the case where valid bids for less than the full release quantity have been received, Transporter shall, where appropriate, award all valid bids until all offered capacity has been awarded.
- (h) With respect to a prearranged release, if no better offer (as determined above) is received during an open season or the prearranged offer is for the applicable maximum Reservation Rate(s) under the applicable rate schedule for a term of more than one year and meets all the other terms of the release, then the prearranged Shipper shall become the Replacement Shipper for the released capacity. If a better offer is received during the open season, the prearranged Shipper shall have the time specified in Section 2.5 hereof to match that offer. If the prearranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer, as determined above, shall become the Replacement Shipper.
- (i) A Releasing Shipper shall retain all of the capacity under the executed Storage Service Agreement or Replacement Capacity Agreement that is not acquired by a Replacement Shipper as the result of an open season or a prearranged release.
- (j) If no bids are received which meet or exceed all of the minimum conditions specified by Releasing Shipper, no capacity shall be awarded.

FERC Docket: RP05-451-000

Sixth Revised Sheet No. 64 Sixth Revised Sheet No. 64: Effective

Superseding: Fifth Revised Sheet No. 64

GENERAL TERMS AND CONDITIONS

(Continued)

ARTICLE 2 - CAPACITY RELEASE PROGRAM (Contd.)

- 2.13 Recalls and Reputs of Capacity. If capacity is released subject to recall pursuant to Section 2.7(c), in addition to such other terms not inconsistent with this Section as are agreed to by the Releasing Shipper and the Replacement Shipper, recall of such capacity shall be subject to the following terms and conditions:
 - (a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)
 - (1) Timely Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);
 - (2) Early Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);
 - (3) Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

FERC Docket: RP05-451-000

First Revised Sheet No. 64A First Revised Sheet No. 64A: Effective

Superseding: Original Sheet No. 64A

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 2 - CAPACITY RELEASE PROGRAM (Contd.)

2.13 Recalls and Reputs of Capacity (Contd.)

- (4) Intraday 1 Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and
- (5) Intraday 2 Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).
- (b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.
 - For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time) (NAESB WGQ Standard 5.3.45)
- (c) Releasing Shipper's recall and reput notices must be submitted using the Transporter's on-line capacity release system.

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First Revised Sheet No. 64B First Revised Sheet No. 64B: Effective

Superseding: Original Sheet No. 64B

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 2 - CAPACITY RELEASE PROGRAM (Contd.)

2.13 Recalls and Reputs of Capacity (Contd.)

- (d) The recall notice may also state the length of the recall period and will also state the conditions of any reput rights of the Releasing Shipper and reput obligations of the Replacement Shipper as may have been negotiated at the time of the release (see Section 2.7(c), hereof). Unless otherwise agreed to by Releasing Shipper and Replacement Shipper, and Transporter is so advised, the Replacement Shipper will regain the capacity at the end of the recall period.
- (e) In the event of an intra-day capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics. (NAESB WGQ Standard 5.3.56)
- (f) If the length of the recall period is not specified in (c) above, or unless otherwise agreed between Releasing Shipper, Replacement Shipper and Transporter, the Releasing Shipper must notify Transporter and Replacement Shipper of the intent to reput the capacity back to the Replacement Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day (NAESB WGQ Standard 5.3.54). When capacity is recalled, it may not be reput for the same gas day (NAESB WGQ Standard 5.3.53).
- (g) Transporter shall not assess penalties during non-critical periods on transactions related to quantities recalled during an Intraday scheduling cycle.

FERC Docket: RP09-287-000

Seventh Revised Sheet No. 65 Seventh Revised Sheet No. 65

Superseding: Sixth Revised Sheet No. 65

- 2.14 Execution of Agreements or Amendments.
 - (a) The successful bidder (or successful prearranged Shipper) for capacity shall become the Replacement Shipper and its bid for capacity, or the posting of prearranged release pursuant to Sections 2.9 and 2.11 shall be binding. The bid submitted by the Replacement Shipper, as supplemented by the posting of capacity release on Transporter's electronic bulletin board, shall constitute the Replacement Capacity Agreement and the corresponding amendment to Releasing Shipper's Agreement. For all releases, Replacement Shipper(s) will gain rights to nominate firm capacity for injection and withdrawal quantities consistent with quantities, and for the term as specified in the release notice, and subject to all other terms of the underlying Agreement. The Releasing Shipper(s) will lose its firm entitlement rights to Nominate consistent with the same terms.
 - (b) Where capacity has been released for the entire remaining term of the Releasing Shipper's Storage Service Agreement, at rates equal to or greater than the rates in the Releasing Shipper's Storage Service Agreement, the Releasing Shipper's Storage Service Agreement shall be terminated.
- 2.15 Notice of Completed Transactions. Within two Business Days after capacity has been released pursuant to Section 2.12, Transporter shall post a Notice of Completed Transaction on its electronic bulletin board for a minimum period of five Days. The notice shall include the following information regarding each transaction:
 - (a) the name(s) of Releasing Shipper and Replacement Shipper (or prearranged Shipper);
 - (b) term of release;
 - (c) Reservation Rate as bid;
 - (d) capacity (MDWQ, MDIQ, and MAC) in Dth, as appropriate;
 - (e) whether the capacity is recallable and reputtable, and if so, the recall and reput terms;
 - (f) whether or not the Replacement Shipper is an affiliate of Releasing Shipper, or an affiliate of Transporter. Except for prearranged release(s) as described in Section 2.6 of this Article, service may begin for the release on the initial date of the term of the release if Nominations are made timely to Transporter and are in accordance with this Tariff; and
 - (g) whether or not the prearranged Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8.

FERC Docket: RP09-287-000

Seventh Revised Sheet No. 66 Seventh Revised Sheet No. 66

Superseding: Sixth Revised Sheet No. 66

GENERAL TERMS AND CONDITIONS (Continued)

2.16 Effective Date of Release and Acquisition. The effective date of the release by a Releasing Shipper and acquisition by a Replacement Shipper shall be on the date so designated in the Replacement Capacity Agreement (posted term effective date) or Storage Service Agreement referenced above.

2.17 Rates.

- (a) The Reservation Rates for any released firm capacity shall be the Reservation Rates bid by Replacement Shipper. Such rate shall not be less than Transporter's minimum or more than Transporter's maximum Reservation Rates in effect from time to time, except as noted in Section 2.11(c) of the GT&C.
- (b) Replacement Shipper shall pay the applicable maximum Quantity Injection Rate and Quantity Withdrawal Rate in addition to all other applicable charges and surcharge(s) for the service rendered unless otherwise agreed by Transporter.
- (c) For a release based on a volumetric reservation rate, maximum and minimum Reservation Rates will be equal to the authorized overrun rates for Rate Schedule FS-1 as shown on the Schedule of Rates and Surcharges sheet.
- 2.18 Marketing Fee. A Releasing Shipper may request that Transporter actively market the capacity to be released. In such event, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefor.

FERC Docket: RP00-182-000

Second Revised Sheet No. 67 second Revised Sheet No. 67: Effective

Superseding: First Revised Sheet No. 67

- 2.19 Billing. Transporter shall bill Replacement Shipper the rate(s) specified in the Replacement Capacity Agreement and any other applicable charges, and surcharges, and Replacement Shipper shall pay the billed amounts directly to Transporter. The Releasing Shipper shall be billed the reservation charge associated with the entire amount of released capacity pursuant to its contract rate. The Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of Section 2.18 above. A Replacement Shipper who rereleases acquired capacity shall pay to Transporter a marketing fee, if applicable. Transporter will credit reservation charges to the Releasing Shipper at the same time as the Replacement Shipper is billed. Transporter will notify Releasing Shipper if Replacement Shipper fails to pay amounts due pursuant to the terms of Replacement Shipper's Agreement. If a Replacement Shipper does not make payment to Transporter of any portion of the reservation charge(s) (including reservation surcharge(s)) due Transporter for service under the applicable Replacement Capacity Agreement when such amount is due, Releasing Shipper may terminate the release and the capacity released reverts to Releasing Shipper.
- 2.20 Nominations. All Nominations submitted by a Replacement Shipper must be in compliance with the provisions of the applicable Agreement under which service is being provided.
- 2.21 Compliance by Replacement Shipper. By acquiring released capacity, a Replacement Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release Program and all applicable FERC orders and regulations. Such Replacement Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Tariff, as well as the terms and conditions of the Replacement Capacity Agreement.

FERC Docket: RP09-287-000

Fifth Revised Sheet No. 68 Fifth Revised Sheet No. 68

Superseding: Fourth Revised Sheet No. 68

- 2.22 Obligations of Releasing Shipper. Releasing Shipper shall continue to be liable and responsible for all Storage Capacity and reservation charge(s) (including reservation surcharge(s)) associated with the released capacity up to the maximum Storage Capacity and reservation charge(s) specified in such Releasing Shipper's Storage Service Agreement or Replacement Capacity Agreement. Rereleases by a Replacement Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this Section.
- 2.23 Refunds. In the event that the FERC orders refunds of any rate(s) charged by Transporter, Transporter shall flow-through refunds to any Replacement Shipper to the extent such Shipper has paid a rate in excess of Transporter's applicable maximum rate(s). For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Shipper in any capacity release transaction with a term of one Year or less which is not subject to the maximum rate limitation will be deemed to be a final rate and is not subject to refund.

Effective Date: 06/01/1995 Status: Effective FERC Docket: CP93-541-005

Original Sheet No. 69 Original Sheet No. 69: Effective

Sheet No. 69 is being reserved for future use.

FERC Docket: RP00-594-001

Substitute Second Revised Sheet No. 70 Substitute Second Revised Sheet No. 70 : Effective

Superseding: Second Revised Sheet No. 70

GENERAL TERMS AND CONDITIONS

(Continued)

ARTICLE 3 - RIGHT OF FIRST REFUSAL AND RENEWAL OF EXPIRING FIRM AGREEMENTS

- 3.1 Right of First Refusal. Any Shipper with a firm agreement for Storage Service shall have a continuing right to the capacity underlying the Shipper's firm agreement provided that:
 - (a) Shipper either (i) has an agreement with an effective date before March 27, 2000 with a term of one year or longer, or (ii) has an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service, except that a contract for more than one year, for service which is not available for 12 consecutive months, would be subject to the right of first refusal.
 - (b) Shipper and Transporter have not negotiated away Shipper's right of first refusal;
 - (c) Shipper complies with the requirements set forth herein; and
 - (d) Shipper does not have a negotiated rate agreement.
- 3.2 Shipper Notice of Intent to Renew.
 - (a) For all firm agreements eligible for the right of first refusal, Shipper shall provide written notice to Transporter of its intent to (1) allow the firm agreement to expire or (2) extend the term of the firm agreement. A notice to extend the term of the firm agreement shall include the proposed terms of extension.
 - (b) Such notice is due on or before the "Notice Date" which shall be:
 - (i) six months prior to the expiration date for firm agreements with an initial term of three years or less, and

FERC Docket: RP00-594-000

Fourth Revised Sheet No. 71 Fourth Revised Sheet No. 71: Effective

Superseding: Third Revised Sheet No. 71

GENERAL TERMS AND CONDITIONS
(Continued)

(ii) twelve months prior to the expiration date for firm agreements with an initial term greater than three years.

- (c) A Shipper failing to provide notice shall relinquish all rights to the capacity underlying its firm agreement upon termination. Shipper may still submit a bid for such capacity in accordance with Section 3.3 hereof.
- (d) If the expiring firm agreement contains an "evergreen" provision, the Shipper's right to continued service, as to all its terms, shall be governed by the terms of the "evergreen" provision.
- (e) If the notice to extend includes a request for a rate discount, the request shall be considered a notice of intent to terminate and Shipper shall have no first right to the capacity underlying its firm agreement. Shipper's request to extend service at discounted rates shall be considered with other bids for the capacity received under the "Solicitation of Bids."
- (f) If Shipper provides notice of its desire to extend the firm agreement for a term of five years and at the maximum tariff rates, Shipper shall be entitled to retain the capacity underlying its firm agreement without Transporter seeking competitive bids. In all other cases, Transporter shall proceed to a "Solicitation of Bids" as described in this Article.
- 3.3 Solicitation of Bids. If Shipper has given notice of intent to extend the term of its firm agreement pursuant to the provisions of Section 3.2, and not at maximum rates for a term of five years or more, then Transporter shall solicit competing bids for the subject capacity. Beginning not later than thirty days after the "Notice Date," and continuing for thirty days (the "Bid Period") thereafter, Transporter shall post on its electronic bulletin board notice of the capacity which will be available as a result of the expiring firm agreement and any minimum acceptable terms for bidding on such capacity. Any Party may submit a bid for the subject capacity during the "Bid Period".

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Second Revised Sheet No. 72 Second Revised Sheet No. 72: Effective

Superseding: First Revised Sheet No. 72

GENERAL TERMS AND CONDITIONS

(Continued)

3.4 Notification of Existing Shipper and Right to Match. If Shipper has given notice of intent to extend the term as described in Section 3.2, but not at maximum tariff rates for a term of five years or more, then within ten days after the close of the "Bid Period," Transporter shall notify the existing Shipper of any offers deemed superior to Shipper's offered terms of extension. Transporter's evaluation shall be based upon the net present value of the proposed storage capacity charge and the reservation charge and the proposed term of agreement, discounted at

Transporter's theneffective rate of return on equity. The term of any competing offer shall be capped at five years for comparison purposes. Within ten days after such notification by Transporter, Shipper must notify Transporter of its intent to match the highest competing offer. If Shipper does not provide notice accepting the terms of a superior offer within the tenday period, Transporter may enter into a firm agreement with the bidder submitting the highest superior offer.

If a superior offer is not received, Shipper shall be entitled to the term extension proposed by Shipper provided Shipper agrees to pay Transporter's maximum tariff rates.

- 3.5 Continuation If No Firm Agreement Is Executed. If the existing Shipper declines to match a superior competing offer, and a firm agreement is not executed for the subject capacity on or before expiration of the existing Shipper's firm agreement, the existing Shipper shall have the right to continue service at Transporter's maximum Tariff rates, for an agreed term between the Parties. If the existing Shipper declines to continue service as of the date of contract expiration, or if the Parties are unable to reach agreement on the term of extension, then Shipper's rights to the subject capacity shall terminate as if the existing Shipper had given notice of intent to terminate its firm agreement.
- 3.6 Right of First Refusal Clause in Firm Agreement. Transporter and Shipper may agree to include a right of first refusal rollover or evergreen clause in their firm agreement. The contractual right of first refusal, rollover or evergreen clause would allow the Shipper to exercise a right of first refusal in situations where the regulatory right would not apply. In such case, Shipper may rely on its contractual rights in lieu of the regulatory right of first refusal.

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 $\textbf{Original Sheet No. 73} \; \texttt{Original Sheet No. 73} \; : \; \; \texttt{Effective}$

Sheet No. 73 is being reserved for future use.

FERC Docket: RP09-165-000

Third Revised Sheet No. 74 Third Revised Sheet No. 74

Superseding: Second Revised Sheet No. 74

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 4 - REQUESTS FOR SERVICE

4.1 Request for Service. All requests for Service under Rate Schedules FS-1 and IS-1 included in this Tariff shall be submitted in writing (or through electronic communications) to Transporter on the form included herein or a facsimile thereof at the address listed below. Transporter shall endeavor to provide service within the time specified in the written request, but shall not be obligated or required to provide service on less than 30 days' prior written notice except for service under Transporter's Capacity Release Program. Requests under the Capacity Release Program shall be made in accordance with Article 2 of the General Terms and Conditions of this Tariff. Requests shall be considered acceptable only if the information specified below is provided in writing. Requests must be addressed to:

Young Gas Storage Company, Ltd.
c/o Colorado Interstate Gas Company
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Vice President, Marketing and Business Development
Telecopy Number: (719) 520-4810
Telecopy Verification: (719) 520-4264

or

Young Gas Storage Company, Ltd. c/o Colorado Interstate Gas Company 2 North Nevada Colorado Springs, CO 80903 Attention: Vice President, Marketing and Business Development

FERC Docket: RP00-182-000

First Revised Sheet No. 75 First Revised Sheet No. 75 : Effective Superseding: Original Sheet No. 75

GENERAL TERMS AND CONDITIONS (Continued)

4.1 (continued)

(a) Request Fees and Prepaid Charges. All initial requests for firm service shall be accompanied by payment of the lesser of \$10,000 or one month's maximum storage capacity charge and reservation charge as earnest money for the request. Such amount shall be applied to amounts due Transporter for services rendered once service commences and shall not be refundable except to the extent that Transporter fails to provide an agreement for the requested service or where an agreement is not executed by either Party.

If a Shipper elects to prepay charges pursuant to Article 10 of these General Terms and Conditions, the prepaid charges will be applied against amounts due Transporter once service commences. If service does not commence, the prepaid charges will be refunded with interest.

- (b) Such requests, if complete and accompanied by the appropriate fee, shall be considered effective on the date received by Transporter.
- (c) Upon execution of an Agreement with Transporter, Shipper shall provide to Transporter (1) the name of the corporate entity or entities ultimately receiving the Gas, if other than a local distribution company, interstate pipeline company, or intrastate pipeline company purchasing Gas for its system supply, and such names shall be included in the Agreement; (2) verification that the entity or entities have signed sales contracts to use the Storage Service provided for in the Agreement; and (3) such other information as may be required in order for Transporter to comply with any FERC reporting requirements.
- (d) Transporter shall keep confidential information furnished by Shipper in Section 7 of the Request for Service form.
- (e) If Transporter has provided an Agreement for execution to Shipper and Shipper fails to execute and return the Agreement within 30 days thereafter, then Shipper's request shall be null and void.

FERC Docket: RP09-165-000

Fourth Revised Sheet No. 76 Fourth Revised Sheet No. 76 Superseding: Third Revised Sheet No. 76

GENERAL TERMS AND CONDITIONS (Continued)

REQUEST FOR SERVICE

SHIPPER/INFORMATION: 1. Billing Address:		TRANSPORTER:				
(To Whom Invoices Should be A	Addressed))	Young Gas S	torage	Comp	anv, Ltd.
, , , , , , , , , , , , , , , , , , , ,	,		Colorado In			
Legal Company Name		-,-	P. O. Box 1			1 - 2
Street Address Zi	.p	_	Colorado Sp	rings,	CO	80944
P.O. Box Zi		_	Attn: Vice			
CityState	-	_	c/o Custome:	r Servi	ce .	_
Attn:		_	Representat	ive		
Telephone:			Telephone:	(866)	523-	4243
			Telecopier:	(719)	520	-4810
Dispatcher: Telephor	ne:		Verification	n: (71	9) 5	20-4264
Dun & Bradstreet (DUNS) Number		_				
		_				
Shipper Address						
(To Whom Notices Should be Ad	dressed)					
Legal Company Name						
Street Address	Zip					
P.O. Box State Attn: Telephone:	Zip					
City State						
Attn: Telephone:						
Telecopier:						
Requestor Address						
(If Different From The Billing	Address)					
Legal Company Name						
Street Address	Zip					
P.O. Box	Zip					
P.O. Box State Attn: Telephone:						
Attn: Telephone:						
Telecopier:						
2. SHIPPER TYPE: LDC	-					
			END U	_		
MARKETE	ER/BROKER		OTHER (PLE	ASE SPE	CIFY)

FERC Docket: RP09-165-000

Fifth Revised Sheet No. 77 Fifth Revised Sheet No. 77 Superseding: Fourth Revised Sheet No. 77

	GENERAL TERMS AND CONDITIONS (Continued)					
3.	TYPE OF SERVICE REQUESTED (REQUESTS FOR MORE THAN ONE SERVICE MAY BE COMPLETED ON ONE REQUEST FORM):					
	FIRM STORAGE (RATE SCHEDULE FS-1) INTERRUPTIBLE STORAGE (RATE SCHEDULE IS-1)					
4.	SERVICE REQUESTED:					
	A. STORAGE SERVICE:					
	FIRM (RATE SCHEDULE FS-1)					
	(i) MAXIMUM DAILY INJECTION QUANTITY (MDIQ): Dth/DAY. (ii) MAXIMUM DAILY WITHDRAWAL QUANTITY (MDWQ): Dth/DAY. (iii) MAXIMUM AVAILABLE CAPACITY (MAC): MDth.					
	INTERRUPTIBLE (RATE SCHEDULE IS-1)					
	(i) MAXIMUM DAILY QUANTITY (MDQ): Dth/DAY. (ii) MAXIMUM AVAILABLE CAPACITY (MAC): MDth.					
5.	DATE TO COMMENCE: DATE TO TERMINATE:					
6.	. AFFILIATION: (ANY CHANGE TO THIS SECTION AT ANY TIME MUST BE COMMUNICATED TO TRANSPORTER)					
	IS AN AFFILIATE OF TRANSPORTER INVOLVED IN ANY TRANSACTION ASSOCIATED WITH THIS REQUEST? YES NO (IF THE ANSWER TO THE ABOVE QUESTION IS "NO," PROCEED TO NO. 8) IS REQUESTOR AFFILIATED WITH TRANSPORTER? YES NO IS SHIPPER AFFILIATED WITH TRANSPORTER? YES NO IS GAS SUPPLIER AFFILIATED WITH TRANSPORTER? YES NO IF ANSWER TO ANY QUESTION IN THIS SECTION IS "YES," PLEASE SPECIFY TYPE AND EXTENT OF AFFILIATION:					

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First Revised Sheet No. 78 First Revised Sheet No. 78: Effective Superseding: Original Sheet No. 78

GENERAL TERMS AND CONDITIONS (Continued)

7. CREDIT INFORMATION: PRIMARY BANK REFERENCES:

PLEASE SUBMIT YEAR-END AUDITED FINANCIAL STATEMENTS OF SHIPPER WITH LATEST QUARTERLY REPORT.

8. CERTIFICATION STATEMENT:

SHIPPER HAS, OR WILL HAVE BY THE TIME GAS IS STORED, TITLE TO, OR THE LEGAL RIGHT TO CAUSE GAS TO BE TENDERED TO TRANSPORTER.

ALL INFORMATION PROVIDED ABOVE IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

SHIPPER	Date	
Зу		
Fitle		

Effective Date: 06/01/1995 Status: Effective FERC Docket: CP93-541-005

Original Sheet No. 79 original Sheet No. 79 : Effective

Sheet No. 79 is being reserved for future use.

FERC Docket: RP06- 36-000

Eighth Revised Sheet No. 80 Eighth Revised Sheet No. 80: Effective

Superseding: Seventh Revised Sheet No. 80

GENERAL TERMS AND CONDITIONS

(Continued)

ARTICLE 5 - STORAGE SERVICE - NOMINATION AND SCHEDULING OF INJECTIONS AND WITHDRAWALS AND DETERMINATION OF DELIVERIES

- 5.1 Nomination Procedures and Deadlines. Except as provided in Section 5.7, Nominating Parties will submit Nominations to Transporter in accordance with the procedures and conditions set forth in this Section. (The sending Party should adhere to Nominations, Confirmation and scheduling deadlines.) Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles, as modified for the extension of the nomination periods for an additional fifteen minutes. However, Transporter reserves the right to waive the deadlines specified herein, provided that no Shipper will be disadvantaged by such waiver. (NAESB Standard 1.3.21)
 - (a) Nomination Communications.
 - (i) Transporter shall accept Nominations twenty-four (24) hours a day via Electronic Communication. Transporter's electronic bulletin board (EBB) will contain after-hours and emergency contacts in the event communication is required beyond normal business hours.
 - (ii) Shipper should provide to Transporter the appropriate after-hours and emergency contacts for Shipper.
 - (iii) In the event that Shipper's contact data is not current, Transporter shall not be liable to Shipper for any damages or losses that may occur as a result of Transporter's inability to communicate with Shipper.
 - (iv) With the exception of otherwise stated NAESB
 Nominations deadlines, when Transporter receives a
 Nomination document via EDI from a Shipper by the
 conclusion of a given quarter hour period, Transporter
 will send to the Shipper's designated site via EDI, a
 corresponding Quick Response document by the conclusion
 of the subsequent quarter hour period.

The quarter hour periods will be defined to begin on the hour and at 15, 30 and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. (NAESB Standard 1.3.37)

FERC Docket: RP00-182-000

Third Revised Sheet No. 80A Third Revised Sheet No. 80A: Effective

Superseding: Second Revised Sheet No. 80A

GENERAL TERMS AND CONDITIONS (Continued)

5.1(a) (continued)

(v) Transporter's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule for Nominations/Quick Response turnaround stated in GISB Standard 1.3.37. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. (GISB Standard 1.3.38)

(b) Nomination Data Elements.

- (i) All Nominations should be considered original Nominations and should be replaced to be changed. When a Nomination for a date range is received, each Day within that range is considered an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only. (GISB Standard 1.3.7)
- (ii) Certain Nomination data elements are identified as "key" fields and define the basis of a unique Nomination record. Changes to non-key data elements will cause a previous Nomination containing the same key data elements to be replaced. Transporter's mandatory and optional data elements to be used by the Shipper shall be clearly and definitively stated in the trading partner agreement between Transporter and Shipper. Such data elements shall conform to the requirements of Data Dictionary standards as set forth in GISB Standard 1.4.1.

FERC Docket: RP00-182-000

Second Revised Sheet No. 80B second Revised Sheet No. 80B : Effective

Superseding: First Revised Sheet No. 80B

GENERAL TERMS AND CONDITIONS (Continued)

5.1(b) (continued)

- (iii) Transporter's Key Nomination data fields are composed of: service requester contract (Service Agreement), transaction type, Upstream Party, upstream contract (when applicable), receipt location (as applicable), Downstream Party (as applicable), downstream contract (when applicable), Delivery location (as applicable), Package ID, upstream Package ID (where mutually agreed), downstream Package ID (where mutually agreed), capacity type indicator (where mutually agreed). Upon receipt by a service provider from a service requester of a transaction whose key elements match those previously received by the service provider from the service requester, the service provider should then process the Begin Date/time and End Date/time consistent with the intentions of the Standard 1.3.7 and then process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g., is not applicable, is not supported, or is not mutually agreed upon), the pertinent portion of the key would be determined to be null. (GISB Standard 1.3.27)
- (iv) Nominations must specify a Begin and End Date. Such dates must be no earlier than the effective date or no later than the termination date of the service agreement. Each Day, all Nominations for the next Day which have been received by Transporter at or prior to the Nomination Deadline shall be processed pursuant to this Article 5.
- (v) All Nominations, including Intraday Nominations, should be based on a daily quantity; thus, an Intraday Nominator need not submit an hourly Nomination. Intraday Nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in Transporter's contract or Tariff. (GISB Standard 1.3.9)

FERC Docket: RP06- 36-000

Third Revised Sheet No. 80C Third Revised Sheet No. 80C: Effective

Superseding: Second Revised Sheet No. 80C

GENERAL TERMS AND CONDITIONS

(Continued)

5.1 (Continued)

- (c) Determination of Nomination Scheduling Cycle and reservation of capacity.
 - (i) Transportation Service Providers should determine the applicable Nomination processing cycle based upon the receipt time and beginning effective Day of the Nomination. Where Transportation Service Providers support the processing of beginning effective time, the Transportation Service Provider should also use the beginning effective date and time in determining the applicable Nomination processing cycle in lieu of using the Nomination's receipt date and time to determine the processing cycle. (NAESB Standard 1.3.43)
 - (ii) It is understood that a Transportation Service Provider exceeding the standard Nomination timelines is not required to hold capacity for grid wide Nominations until a standard Nomination cycle. (NAESB Standard 1.3.42)
- (d) The Timely Nomination Cycle: 11:45 a.m. for Nominations leaving control of the Nominating Party; 12:00 p.m. for receipt of Nominations by the Transporter; noon to send Quick Response; 3:30 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of Scheduled Quantities by Shipper and point operator Central Clock Time on the Day prior to flow. (NAESB Standard 1.3.2(i) Shown below in tabular format is a representation of this standard. All times are Central Clock Time.
 - (i) Timely Nomination Deadline. Nominations for the next Gas Day leave control of Nominating Party

11:45 a.m.

- (ii) Receipt of Nominations by Transporter 12:00 Noon
- (iii) Transporter issues Quick Response 12:00 Noon (EDI Only)

FERC Docket: RP00-182-000

First Revised Sheet No. 80D First Revised Sheet No. 80D: Effective

Superseding: Original Sheet No. 80D

GENERAL TERMS AND CONDITIONS (Continued)

5.1(d) (continued)

(iv) Completion of Upstream and Downstream Interconnect Confirmation(s)

3:30 p.m.

(v) Transporter issues/posts Report(s) of Confirmed Quantities

4:30 p.m.

- (vi) Gas Flow Period is one Gas Day which begins at 9:00 a.m. the Day following Confirmation of the Nomination.
- (e) Intraday Nomination Requirements.
 - (i) For services that provide for Intraday Nominations and scheduling, there is no limitation as to the number of Intraday Nominations (line items as per GISB Standard 1.2.1) which a Shipper may submit at any one standard Nomination cycle or in total across all standard Nomination cycles. (GISB Standard 1.3.32)
 - (ii) Intraday Nominations are to be submitted in full-Day quantities.
 - (iii) Firm Intraday Nominations shall be scheduled ahead of previously scheduled interruptible Nominations in the Evening and Intraday 1 Cycles. Application of this provision will result in such interruptible Nominations being Bumped.
 - (iv) When a previously Confirmed and Scheduled Quantity is altered, notification of such alteration should be provided to all of the Parties below that are affected: 1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party; 2) Confirming Party in a Request for Confirmation document by the Confirmation Requester; 3) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s) Nomination(s) were made. (GISB Standard 1.3.44)

FERC Docket: RP01-281-000

First Revised Sheet No. 80E First Revised Sheet No. 80E: Effective

Superseding: Original Sheet No. 80E

GENERAL TERMS AND CONDITIONS

(Continued)

5.1(e)(iv) (continued)

- 1. Applicable notification(s) of such alterations should be provided to the affected Parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the Confirmation Requester or Confirming Party, respectively. With respect to the implementation of this process via the 1.4.x standards, Confirming Parties should send the applicable document(s) to the applicable Party(ies) no later than the next time they are slated to communicate Confirmations or Scheduled Quantities (as applicable).(GISB Standard 1.3.44)
- Transportation Service Provider should provide affected Parties with notification of Intraday Bumps, Operational Flow Orders and other Critical Notices through the affected Party's choice of Electronic Notice Delivery Mechanism(s). (GISB Standard 5.3.34) "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. (GISB Standard 5.2.2)
- (V) Intraday Bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced. (GISB Standard 1.3.51)
- (vi) Scheduling of Intraday Nominations shall be based on the elapsed pro rata Scheduled Quantities. Elapsed-prorated-Scheduled Quantity means that portion of the Scheduled Quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each Nomination period affected. (GISB Standard 1.2.12)

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First Revised Sheet No. 80F First Revised Sheet No. 80F: Effective

Superseding: Original Sheet No. 80F

GENERAL TERMS AND CONDITIONS

(Continued)

5.1(e) (Continued)

- (vii) Intraday Nominations may be submitted to increase or decrease total Gas flow, to Nominate new supplies or markets, and may be used to change Point(s) of Injection and Withdrawal. (NAESB Standard 1.3.11 and NAESB Standard 1.3.33) However, requests for decrease in flow shall only be accepted to the extent they do not represent a decrease below previous Confirmed Quantities which would have flowed on the requested Gas Day prior to the Nominated decrease, assuming even hourly flow rates.
- (viii) Intraday Nominations shall be considered complete upon Transporter's receipt of a valid Nomination and the corresponding up and downstream Confirmations.
- (ix) Intraday Nominations do not rollover (i.e. Intraday Nominations span one Day only). Intraday Nominations do not replace the remainder of a standing Nomination. There is no need to re-Nominate if Intraday Nomination modified existing Nomination. (NAESB Standard 1.3.13) However, Confirmed Intraday Nominations under Rate Schedule FS-1 may supersede previously Confirmed Nominations under Rate Schedule IS-1 upon reasonable notice to the Rate Schedule IS-1 Shipper.
- (f) The Evening Nomination Cycle: 6:15 p.m. for Nomination leaving control of the Nominating Party; 6:30 p.m. for receipt of Nominations by Transporter; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 10:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Shippers and point operators, and to provide Scheduled Quantities to Bumped Parties (notice to Bumped Parties), (Central Clock Time on the Day prior to the flow).

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Superseding: Original Sheet No. 80G

GENERAL TERMS AND CONDITIONS (Continued)

5.1(f) (Continued)

Scheduled Quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped should be effective at 9:00 a.m. on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped, the Scheduled Quantities should be effective at 9:00 a.m. on Gas Day. (NAESB Standard 1.3.2(ii))

The Intraday 1 Nomination Cycle: 10:15 a.m. for Nominations leaving control of the Nominating Party; 10:30 a.m. for receipt of Nominations by the Transporter; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 2:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Shippers and point operators, and to provide Scheduled Quantities to Bumped Parties (notice to Bumped Parties), (Central Clock Time on the Gas Day). Scheduled Quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on the Gas Day. (NAESB Standard 1.3.2 (iii))

The Intraday 2 Nomination Cycle: 5:15 p.m. for Nominations leaving control of the Nominating Party; 5:30 p.m. for receipt of Nominations by the Transporter; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Shippers and point operators, (Central Clock Time on the Gas Day). Scheduled Quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle. (NAESB Standard 1.3.2(iv))

(g) For purposes of Sections 5.1(e) (NAESB Standards 1.3.2(ii), (iii), and (iv)), "provide" shall mean, for transmittals pursuant to Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post. (NAESB standard 1.3.2(v))

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Superseding: Original Sheet No. 80H

GENERAL TERMS AND CONDITIONS (Continued)

Shown below in tabular format is a representation of NAESB Standards 1.3.2(ii), (iii) and (iv). All times are in Central Clock Time.

		Evening Cycle (for flow on next Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 1 Cycle (for flow on current Gas Day) (Interruptible Nominations are subject to Bumpin	2.
(i)	Gas Day affected by Intraday Nomination begins		9:00 a.m.	9:00 a.m.
(ii)	Intraday Nomination Period E (Nominations leave control of Nominating Party)	nds 6:15 p.m.	10:15 a.m.	5:15 p.m.
(iii)	Nominations received by Transporter	6:30 p.m.	10:30 a.m.	5:30 p.m.
(iv)	Transporter Quick Response to Nominating Party (EDI Only)	6:30 p.m.	10:30 a.m.	5:30 p.m.
(v)	Completion of Upstream and Downstream Interconnect Confirmations	9:00 p.m.	1:00 p.m.	8:00 p.m.
(vi)	Issuance/Posting of Transporter's Report of Confirmed Quantities and Notices to Bumped Parties	10:00 p.m.	2:00 p.m.	9:00 p.m.
(vii)	Gas Day Affected by Intraday Nomination begins	9:00 a.m.		
(viii)	Nomination Effective Time (Grid-wide synchronization Times, NAESB Standard 1.3.41	9:00 a.m.	5:00 p.m.	9:00 p.m.

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Third Revised Sheet No. 801 Third Revised Sheet No. 801: Effective

Superseding: Second Revised Sheet No. 80I

GENERAL TERMS AND CONDITIONS

(Continued)

5.1 (Continued)

- (h) The Timely Nomination/Intraday Nomination Model of NAESB Standard 1.3.2(vi), as modified for the extension of the nomination periods for an additional fifteen minutes, is incorporated by reference.
- (i) Overrun Nominations. Shipper should separately Nominate quantities in excess of its ADIQ or ADWQ for Rate Schedule FS-1 and MDQ for Rate Schedule IS-1. (NAESB Standard 1.3.19)
- (j) At the end of each Gas Day, Transporter should provide the final Scheduled Quantities for the just completed Gas Day. With respect to the implementation of this process via the 1.4.x Scheduled Quantity related standards, Transporter should send an End of Gas Day Scheduled Quantity document. Receivers of the End of Gas Day Scheduled Quantity document can waive the sender's sending of the End of Gas Day Scheduled Quantity document. (NAESB Standard 1.3.3)
- (k) Responsibility for Nominated Quantities. When submitting Nominations, the Nominating Party/Shipper is responsible for assuring that sufficient Gas supplies are available at the Nominated Point(s) of Injection. Pursuant to the procedures specified above, Transporter will verify Nomination information with the Interconnecting Party and will determine the Confirmed Quantity. Transporter is not responsible for assuring that the Confirmed Quantities are actually Tendered to Transporter at the Point(s) of Injection.
- 5.2 Confirmation and Scheduling Criteria. (NAESB Standard 1.3.22)
 - (a) For request to confirm and Confirmation response processes, all parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to a location. (NAESB Standard 1.3.35)

FERC Docket: RP00-182-000

Original Sheet No. 80J Original Sheet No. 80J: Effective

GENERAL TERMS AND CONDITIONS (Continued)

5.2 (continued)

- (b) In the Confirmation process, where a party requesting Confirmation (a Confirmation Requester) is not itself a Transportation Service Provider, the location code to be used when sending a Request for Confirmation should be the location code associated with the location where Gas will be scheduled by the Transportation Service Provider; and, where a Confirmation Requester is also a Transportation Service Provider; then, as between these Confirming Parties (the Confirmation Requester and the Confirming Parties), and absent their mutual agreement to the contrary, the location code to be used when sending a Request for Confirmation should be the location code used by the Transportation Service Provider sending the Request for Confirmation. (GISB Standard 1.3.36)
- (c) The receiver of a Nomination initiates the Confirmation process. The party that would receive a Request For Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send. (GISB Standard 1.3.20)
- (d) When a Confirmation Requester receives a Confirmation Response document via EDI from a Confirming party by the conclusion of a given quarter hour period, the Confirmation Requester will send to the Confirming Party's designated site via EDI, a corresponding Confirmation Response Quick Response document by the conclusion of the subsequent quarter hour period.

The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. (GISB Standard 1.3.45)

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Original Sheet No. 80K Original Sheet No. 80K: Effective

GENERAL TERMS AND CONDITIONS (Continued)

5.2 (continued)

- (e) Confirming Parties' nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule of Confirmations/Quick Response turnaround stated in GISB Standard 1.3.45. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. (GISB Standard 1.3.46)
- (f) When Confirming Point of Injection and Point of Withdrawal, Transporter shall use the lesser of the Confirmation quantity and the Scheduled Quantity. Rankings provided in a Shipper's Nominations shall be used to prioritize reductions to requested quantities when such prioritization is not in conflict with other provisions of this Tariff. (GISB Standard 1.3.23)
- (g) With respect to the Nomination/Confirmation process at the Point of Injection or Withdrawal (GISB Standard 1.3.22):
 - (i) With respect to the processing of requests for the Timely Nomination cycle, in the absence of agreement to the contrary, the lesser of the Confirmed Quantities should be the Confirmed Quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the Confirmation Quantity or the previously Scheduled Quantity should be the new Confirmed Quantity.
 - (ii) With respect to the processing of requests for increases during the Intraday Nomination/Confirmation process, in the absence of agreement to the contrary, the lesser of the Confirmation Quantities should be the new Confirmed Quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously Scheduled Quantity should be the new Confirmed Quantity.

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Original Sheet No. 80L Original Sheet No. 80L: Effective

GENERAL TERMS AND CONDITIONS (Continued)

5.2(q) (continued)

- (iii) With respect to the processing of requests for decreases during the Intraday Nomination/Confirmation process, in the absence of agreement to the contrary, the lesser of the Confirmation Quantities should be the new Confirmed Quantity, but in any event no less than the elapsed-prorated-Scheduled Quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the Confirmation Quantity or the elapsed-prorated-Scheduled Quantity should be the new Confirmed Quantity.
- (h) With respect to 5.2 (g), if there is no response to a request for Confirmation or an unsolicited Confirmation response, Transporter should provide the Shipper with the following information to explain why the Nomination failed as applicable:
 - (i) Transporter did not conduct the Confirmation;
 - (ii) the Shipper is told by Transporter that the upstream Confirming Party did not conduct the Confirmation;
 - (iii) the Shipper is told by Transporter that the upstream Service Requester did not have the Gas or submit the Nomination;
 - (iv) the Shipper is told by Transporter that the downstream Confirming Party did not conduct the Confirmation;
 - (v) the Shipper is told by Transporter that the downstream Service Requester did not have the market or submit the Nomination.

This information should be imparted to the Service Requester on the Scheduled Quantity document. (GISB Standard 1.3.22(iv))

FERC Docket: CP93-541-012

Second Revised Sheet No. 80M Second Revised Sheet No. 80M: Effective Superseding: Substitute First Revised Sheet No. 80M

GENERAL TERMS AND CONDITIONS

(Continued)

- (i) Nominations are considered to be scheduled and Confirmed when Confirmed Quantities are made available to the Nominating Party and to Interconnected Parties via Electronic Communication, or when agreed to by Transporter, by facsimile.
- 5.3 Estimates. For planning purposes, Transporter may, from time to time, request estimates of Shipper's annual quantity, average daily quantity, or peak day quantity. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request. Shipper shall use reasonable efforts to provide accurate information; however, Shipper is not bound by these estimates.
- 5.4 Planning Information. Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests. Shipper shall use reasonable efforts to provide accurate information; however, Shipper is not bound by this planning information.
- 5.5 Scheduling of Injections and Withdrawals and Allocation of Capacity.
 - (a) Scheduling of Intraday Nominations. For purposes of determining the portion of any Intraday Nomination which is to be scheduled when available capacity is not sufficient to schedule all quantities requested, all Intraday Nominations shall first be cumulated with all prior Confirmed Daily and Intraday Nominations for that Gas Day and compared to Shipper's ADIQ, or ADWQ (or for Rate Schedule IS-1 MDQ), as applicable. For the Intraday Nomination being processed, if the cumulated Nomination quantity is in excess of ADIQ, ADWQ or MDQ, that portion of the quantity in excess of Shipper's ADIQ, ADWQ or MDQ and any subsequently processed Intraday Nominations under that Service Agreement shall be considered as Nominated overrun Gas. Intraday Nominations for Rate Schedule IS-1 will be considered after all Intraday Nominations for Rate Schedule FS-1 have been satisfied.

FERC Docket: CP93-541-012

Second Revised Sheet No. 80N second Revised Sheet No. 80N: Effective

Superseding: Substitute First Revised Sheet No. 80N GENERAL TERMS AND CONDITIONS (Continued)

5.5 (continued)

- (b) Scheduling of Injections and Withdrawals. On any Day when Daily or Intraday Nominations exceed capacity, Transporter shall schedule the quantities Nominated by Shippers for injection into or withdrawal from storage in the order described hereinafter. However, all Scheduled Quantities are subject to Confirmation prior to being designated as Confirmed Quantities.
 - (i) The first quantities scheduled shall be those firm quantities required to meet Transporter's firm storage Shippers' Nominated quantities which are within such Shippers' ADWQs or ADIQs, as applicable. If capacity is not available to serve all such firm Nominations, the available capacity shall be allocated pro rata based upon Shipper's ADIQ or ADWQ, as appropriate.
 - (ii) The next quantities scheduled shall be those quantities required to meet Transporter's interruptible storage Shippers' Nominated quantities which are within such Shippers' MDQs.
 - 1. Injections shall be scheduled as follows: Quantities to which higher rates are applicable shall be scheduled before quantities to which lower rates are applicable. Nominations of quantities to which a higher rate is applicable shall be fully satisfied before any Nominated quantities to which a lower rate is applicable are scheduled. Where the rate is the same and capacity is not available, service shall be pro rata based on quantities Nominated.

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Second Revised Sheet No. 81 Second Revised Sheet No. 81: Effective

Superseding: First Revised Sheet No. 81

GENERAL TERMS AND CONDITIONS (Continued)

5.5(b)(ii) (continued)

- 2. Withdrawals shall be scheduled on a pro rata 1/ basis, provided however, that no Shipper shall receive capacity in excess of that Shipper's Nomination. If any Shipper's pro rata share exceeds the quantity Nominated on any Day by that Shipper, the difference between the pro rata share and the Nominated quantity shall be shared pro rata 1/ among Shippers Nominating quantities in excess of their pro rata shares. A Shipper who does not Nominate quantities equal to its pro rata share on any Day may Nominate quantities equal to its pro rata share on any subsequent Day of the Month, and Transporter shall schedule such quantities.
- (iii) The next quantities scheduled for injection or withdrawal shall be authorized firm and interruptible storage overrun quantities. Within this section, Quantities to which higher rates are applicable shall be scheduled before quantities to which lower rates are applicable. Nominations of quantities to which a higher rate is applicable shall be fully satisfied before any Nominated quantities to which a lower rate is applicable are scheduled. Where the rate is the same and capacity is not available, service shall be pro rata based on quantities Nominated.
- 1/ For purposes of scheduling of withdrawals from storage only, a Shipper's pro rata share shall equal that Shipper's total quantity of Gas In Place (GIP) on the close of business of the prior Day, divided by the total GIP under Rate Schedule IS-1 on the close of business of the prior Day. This provision is applicable for Transfer of Gas in Place pursuant to Article 7 of Rate Schedule IS-1.

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Second Revised Sheet No. 82 Second Revised Sheet No. 82: Effective

Superseding: First Revised Sheet No. 82

GENERAL TERMS AND CONDITIONS (Continued)

5.5 (continued)

- (c) Special Relief.
 - (i) Storage Gas supply adequacy is solely the responsibility of the Shipper. Gas will not be diverted from one Shipper's account to another Shipper's account to resolve shortage situations in the normal course of business. However, Shipper with a Gas in Place shortage may rely upon the provisions of Article 8 of Rate Schedule FS-1 and/or Article 7 of Rate Schedule IS-1 (Transfer of Gas In Place) to alleviate or eliminate the supply shortage situation.
 - (ii) However, essential human needs should be protected from physical interruption of supply to forestall injury to life. If any Shipper of Transporter experiences or anticipates a supply emergency which could cause such injury, such Shipper shall utilize to the fullest extent possible all of Shipper's existing Gas supply arrangements and available self-help measures to alleviate such emergency prior to requesting assistance from Transporter and other Shippers pursuant to this section.
 - (iii) Any such assistance to resolve such emergencies will be based, to the maximum extent possible, on voluntary, market-based arrangements involving a sale of Gas by a willing seller to the Shipper experiencing the emergency shortage, at a rate negotiated by the Parties to the sale. Such transactions could involve the pre-arrangement of portfolios of divertible supply, or short-term arrangements through the use of Transporter's electronic bulletin board, or any other arrangement acceptable to the Parties to the sale.

FERC Docket: RP01-281-000

Sixth Revised Sheet No. 83 Sixth Revised Sheet No. 83: Effective

Superseding: Fifth Revised Sheet No. 83

GENERAL TERMS AND CONDITIONS (Continued)

- (iv) Transporter's role will be to facilitate these voluntary arrangements by posting notices on its electronic bulletin board (a) from the Shipper experiencing or expecting a supply emergency, in which such Shipper solicits offers to sell it the needed Gas supplies in storage and (b) from suppliers willing to sell Gas to the Shipper that faces the emergency situation. Further, Transporter will facilitate to the maximum extent practicable the Delivery of such emergency supplies from storage, so long as this can be accomplished without affecting other Shippers' rights to capacity.
- 5.6 Determinations of Deliveries. At each Point of Injection or Withdrawal, allocated quantities shall be based upon a specified allocation procedure. Transactions Nominated by Shipper and scheduled and confirmed by Transporter pursuant to Section 5.5 shall be the basis for application of such allocation procedure.
 - (a) At each Point of Injection and Withdrawal, Transporter shall reach agreement with the Interconnecting Party as to the Predetermined Allocation Agreement (PDA) to be used for the next Gas Day.
 - (i) PDAs shall be established using the allocation methodologies and criteria set forth in the GISB Standards.
 - (ii) $\,\,$ PDAs for each Gas Day shall be agreed to prior to Gas flow.
 - (iii) Transporter shall post via Electronic Transmission the PDA methodology to be used at each Point of Injection and Point of Withdrawal.

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Superseding: First Revised Sheet No. 83A

GENERAL TERMS AND CONDITIONS (Continued)

5.6(a) (continued)

- (iv) In the event that less than Confirmed Nominations are to be allocated, Transporter shall use the Ranks provided in the affected Nominations to determine Shipper priorities to the extent that use of such Rank is not in conflict with other provisions of this
- (v) Transporter may enter into Operational Balancing Agreements ("OBA") at a Point of Injection or Withdrawal with the Interconnecting Party. An OBA is a contract between Transporter and an interconnecting operator which specifies the procedures to manage operating variances at an interconnect. (GISB Definition 2.2.1) The form of agreement used by Transporter follows the format of the Model OBA developed by GISB. Locations covered by an effective OBA do not require an additional PDA. (GISB Standard 2.3.3)
- (vi) Liability for Interruption. If service under this Tariff is interrupted consistent with this Article, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein.
- (b) Absent agreement to a PDA methodology, quantities at each Point of Injection or Withdrawal shall be allocated pro rata based on Scheduled Quantities (Confirmed Quantities).(GISB Standard 2.3.18)
- (c) The timing for reporting daily operational allocations after the Gas has flowed is within one Business Day after end of Gas Day. If the best available data for reporting daily operational allocations is the Scheduled Quantity, that quantity should be used for the daily operational allocation (GISB Standard 2.3.21).

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Superseding: Third Revised Sheet No. 84

GENERAL TERMS AND CONDITIONS (Continued)

5.6(c) (continued)

- (i) The responsibility for calculation and reporting of allocated quantities should rest with the party responsible for accepting GISB allocation types. The party receiving Nominations should provide allocation statements (GISB Standard 2.3.22).
- (ii) In most cases, allocations shall be final as posted. However, during any Month, an adjustment to a previous Day's PDA shall be permitted by Transporter only if all affected parties (including Transporter) consent in writing to the adjustment. Such adjustments shall be permitted through the fifth Day of the following Month.
- (d) Transporter's PDA and Shipper Imbalance communication provided via EDM shall conform to the requirements of the Data Dictionary standards as referenced below:
 - (i) Predetermined Allocation as set forth in GISB Standard 2.4.1.
 - (ii) Allocation as set forth in GISB Standard 2.4.3.
 - (iii) Shipper Imbalance as set forth in GISB Standard 2.4.4.
- (e) Allocations are considered final upon issuance of related invoices. However, should an error in the basis of an allocation be determined after final allocations have been made, the revised allocation quantity shall be attributed to the Shipper's account for the original production Month. Adjustments to allocated quantities shall be made within six months from the date of the original monthly statement, except in the case of a deliberate omission or misrepresentation or mutual mistake of fact. Parties shall have a three-month rebuttal period for any retroactive adjustments (GISB Standard 2.3.26). No current month penalty provisions will be adversely affected by implementation of a retroactive adjustment (GISB Standard 2.3.31).

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GENERAL TERMS AND CONDITIONS (Continued)

5.7 Non-Grid Nomination Requests

- (a) In addition to the standard Nomination procedures described in Sections 5.1, 5.2 and 5.5 above, Transporter shall also accept Nominations for injections or withdrawals at any time of the Day (Non-grid Nomination). Transporter will schedule Non-grid Nominations contingent on the following conditions:
 - Service will be on a reasonable efforts basis subject to the operational capability of Transporter's system to serve the Nominated quantities without adversely affecting other Shippers on its system, and
 - Agreement from the downstream operator to support the Non-grid Nomination and accept a delivery outside of the regular Nomination cycle.
- (b) Shippers must submit a Non-grid Nomination for a new activity or to revise an existing Nomination using the Nomination procedures of Section 5.1 without regard to the Nomination deadlines stated there.
- (c) Shippers may submit a Non-grid Nomination at or prior to the top of any hour to be effective at the top of any subsequent hour. Such Non-grid Nominations shall be subject to the following requirements and limitations:
 - Non-grid Nominations will be processed after Nominations received pursuant to the provisions of Sections 5.1(d) and (f) for the same effective time.
 - Non-grid Nominations will be processed on a first-come, first served basis. Non-grid nominations that are received at the same time will be processed using the scheduling rules specified in Section 5.5.
 - Non-grid Nominations are considered to be intra-day Nominations and are only effective for the remainder of the Gas Day.
 - 4. Non-grid Nominations will be scheduled only if the interconnecting party agrees to Confirmation by Exception (see NAESB WGQ Standard 1.2.11) and agrees to accept activity at the specified effective time rather than at the NAESB WGQ grid-wide synchronization times.

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Original Sheet No. 84B Original Sheet No. 84B: Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 5.7 Non-Grid Nomination Requests (Contd.)
 - (c) (Continued):
 - 5. Non-grid Nominations received at or before the top of any hour, if scheduled by Transporter, will become effective the later of:
 - (i) the top of the next operationally available subsequent hour but no later than the top of the fourth subsequent hour, or
 - (ii) the top of the hour requested by the Shipper.
 - (d) Non-grid Nominations must comply with the current limits of:
 - Transporter's Maximum Daily Injection Quantity, Transporter's Maximum Daily Withdrawal Quantity,
 - 2.
 - 4. Shipper's Available Daily Injection Quantity,
 - Shipper's Available Daily Withdrawal Quantity, and 5.
 - Shipper's Maximum Available Capacity.
 - (e) Scheduling of Non-grid Nominations after the beginning of gas flow shall be based on elapsed-prorated-scheduled quantities pursuant to Section 5.1(e)(vi), when appropriate.

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Fifth Revised Sheet No. 85 Fifth Revised Sheet No. 85

Superseding: Fourth Revised Sheet No. 85

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 6 - ELECTRONIC BULLETIN BOARD AND ELECTRONIC DATA INTERCHANGE

6.1 General

- (a) Definition. "Electronic Bulletin Board" or "EBB" shall mean the electronic system(s) established by Transporter to effectuate the exchange of both public and proprietary information between Transporter and Shippers and/or Electronic Bulletin Board users. The distinction between Transporter's public and proprietary information systems, with regards to specific references to the "EBB" or "Electronic Bulletin Board" in this Tariff, are governed by the contextual usage of the terms. The EBB system will include Transporter's proprietary Shipper information system, i.e. the CIG Xpress 2.0 system, which is utilized for the exchange of a customer's contract-specific information. In addition, the EBB system will present publicly available information as required by the regulatory mandate of various Commission Orders, especially the Order No. 636 series of orders. The details of the EBB system meeting these regulatory requirements are described in the remainder of this Article 6.
- (b) Transporter supports via Electronic Communication, the exchange of certain business information utilizing the EDI data sets included in the NAESB Standards.
- 6.2 Electronic Bulletin Board System Characteristics and Information.
 - (a) Regulatory Requirements. Transporter will maintain an Electronic Bulletin Board, in compliance with the Commission's Order No. 636, et al., which will provide bulletin board users with information on storage capacity available from Transporter or through the capacity release provisions of Article 2 hereof. Transporter also complies with the regulatory requirements of the FERC as they relate to the provision of specific business information via EDI, in the manner described above.

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Fourth Revised Sheet No. 85A Fourth Revised Sheet No. 85A

Superseding: Third Revised Sheet No. 85A

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 6 - ELECTRONIC BULLETIN BOARD AND ELECTRONIC DATA INTERCHANGE (Contd.)

6.2 (continued)

(b) Accessibility. The EBB will be generally accessible to anyone having executed the appropriate Access Agreements and Forms, utilizing an IBM-compatible personal computer, with Microsoft Windows operating systems, communication software provided by Transporter, and a modem with a baud rate of at least 14,400. The personal computer hardware specifications are detailed in the CIG Xpress 2.0 user's manual or can be obtained from Transporter's Storage Department. EDI information will be available to any party having executed an EDI Trading Partner Agreement with Transporter.

The EBB will be accessible to anyone with the above equipment, seven days a week. Transporter proposes no user fee to any user of the EBB.

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Fourth Revised Sheet No. 86 Fourth Revised Sheet No. 86

Superseding: Third Revised Sheet No. 86

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 6 - ELECTRONIC BULLETIN BOARD AND ELECTRONIC DATA INTERCHANGE (Contd.) 6.2 (Continued)

(c) User-Friendliness and Interactive Features. The EBB will be menu-driven, with file search, download and on-line help capabilities. Information posted on the EBB will be chronologically sequenced with the most recent information presented first. Transporter will periodically purge the EBB to remove completed transactions.

Transporter's EBB will provide for interactive communication between Transporter and the Shippers and potential Shippers on Transporter's system. This interactive communication will include the ability to electronically submit offers to release capacity, to receive bids in response to such offers, to validate and evaluate the bids, and to execute contracts formalizing such releases and acquisitions of capacity.

- (d) Retention and Availability of EBB Information. Routine, on-line retention of data will depend upon the nature of the data and the relevance of its availability to the business decisions of the Shipper. Transporter will conduct a daily backup of the EBB information. This information will be archived for three years on electronic media. Shippers or other parties desiring specific historical data may request, either electronically or in writing, a search of the archived information. Transporter will provide, at party's discretion, hardcopy or electronic media versions of the requested data and will charge a fee to recover the costs of the time and materials associated with the data search and recovery.
- 6.3 Posting of Available Capacity. Transporter will post on the EBB, and will make available via EDI utilizing the NAESB Standard data sets, separately stated information relating to the firm and interruptible storage capacity available in its storage system, detailed as to whether capacity is available from Transporter or through the Capacity Release provisions of this Tariff.

This information will be reviewed and updated daily, weekly, or monthly, as appropriate.

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Third Revised Sheet No. 87 Third Revised Sheet No. 87

Superseding: Second Revised Sheet No. 87

GENERAL TERMS AND CONDITIONS (Continued)

- Posting of Notice of Intent to Acquire Capacity. In the event a party is interested in acquiring ("Interested Party") capacity on Transporter's system, Transporter shall post a Notice of Intent to Acquire Capacity ("Notice") on its electronic bulletin board within one (1) Business Day of receipt of such Notice. The Notice shall remain posted for no longer than 30 Days. To be qualified to post a Notice, the Interested Party must be prequalified pursuant to Section 2.4 of this Tariff for the level of capacity it seeks to acquire. The Interested Party may furnish all data for posting which it deems appropriate, but at a minimum, such data shall include the following:
 - (a) Interested Party's legal name, address, and person to contact for additional information;
 - (b) the term of the proposed acquisition;
 - (c) the maximum Reservation Rate(s) (including reservation surcharge(s)) the Interested Party is willing to pay for the capacity;
- 6.5 Expiring Firm Contracts. Posting of terms and conditions for contracts nearing expiration, and the bidding for the capacity of the non-renewed contracts will be accomplished on the EBB pursuant to Article 3 of these General Terms and Conditions.
- 6.6 Miscellaneous Postings and Order No. 717 Compliance Requirements. Operational bulletins and advisories will be posted notifying Shippers and other parties of constrained capacity on Transporter's system and facility outages, planned or otherwise. In addition, Transporter will utilize the EBB to post general interest informational bulletins related to topics other than Transporter's system operation, such as Shipper's declaration of an Essential Human Needs Emergency and request for voluntary diversions as detailed in Section 5.2(d) of these General Terms and Conditions.

Compliance reporting for affiliate transactions and standards of conduct information, required by the Commission's Order No. 717, will be provided on Transporter's EBB. Notwithstanding Section $6.2\,(d)$ of the GT&C, Transporter shall retain its affiliate waiver log for five years from the date of posting.

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GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 7 - PRESSURE

- 7.1 Pressure at the Point(s) of Injection. Shipper shall cause the Gas to be Tendered at the Point(s) of Injection at a pressure sufficient to enter Transporter's system which shall be a minimum of 435 p.s.i.g. and up to 1,000 p.s.i.g.
- 7.2 Pressure at the Point(s) of Delivery. Transporter shall cause the Gas to be Delivered at the Point(s) of Withdrawal hereunder at such pressures sufficient to effect Delivery into the receiving pipeline facilities against the pressures prevailing from time to time not to exceed 1,000 p.s.i.g.

ARTICLE 8 - QUALITY SPECIFICATIONS

- 8.1 Specifications. Unless otherwise agreed, Shipper warrants that Gas Tendered hereunder at each Point of Injection will comply with the following quality specifications:
 - (a) At a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit, such Gas shall not contain more than:
 - (i) .25 grain of hydrogen sulphide per 100 cubic feet,
 - (ii) 5 grains of total sulphur per 100 cubic feet,
 - (iii) 10 parts per million (0.001 percent) by volume of oxygen and each Party shall use every reasonable effort to keep such Gas entirely free from oxygen,
 - (iv) 3.0 percent by volume of carbon dioxide,
 - (v) 7 pounds of water vapor per million cubic feet.
 - (b) Shipper warrants that all Gas Tendered will be commercial in quality and shall be free from any foreign material such as solids, lubricating oils, sand, dirt, dust, gums, crude oil, water or hydrocarbons in the liquid phase, iron particles, and other objectionable substances, including, but not limited to, polychlorinated biphenyls, which may be injurious to pipelines, people, property, or the environment, which may interfere with its storage or make the Gas unmarketable or unacceptable for Delivery from Transporter's system.

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GENERAL TERMS AND CONDITIONS (Continued)

- (c) Shipper warrants that all Gas Tendered will have a Gross Heating Value of not more than 1,235 Btu's nor less than 968 Btu's per cubic foot at a pressure of 14.73 p.s.i.a.
- (d) Shipper warrants that the temperature of the Gas Tendered will not exceed 120 degrees Fahrenheit; provided, however, if Transporter is required to dehydrate the Gas at the Point(s) of Injection, then the temperature of such Gas shall not exceed 90 degrees Fahrenheit.
- (e) Shipper warrants that the hydrocarbon dew point of all Gas Tendered will not exceed a temperature of 25 degrees Fahrenheit at the maximum pressure specified in the Agreement, or the pressure existing at the Point of Injection, if higher.

Notwithstanding the above, unless otherwise agreed by Transporter in writing, Transporter shall not be required to receive Gas at any Point of Injection which is of a quality inferior to that required by Transporter at any Point of Injection under the Agreement. Transporter shall not be liable to Shipper or third party for any damages incurred as a result of Transporter's refusal to receive Gas as a result of this provision.

- 8.2 Quality Tests. Transporter operating the measuring equipment, using approved standard methods in general use in the Gas industry, shall cause adequate tests to be made to determine the quality of the Gas Tendered hereunder. Such tests shall be made at intervals frequently enough to ensure that the Gas conforms to the specifications hereof.
- 8.3 Gross Heating Value Determinations. Transporter shall determine or cause to be determined the monthly Gross Heating Value of Gas measured. The required recording facilities or sampling devices shall be located at the Point(s) of Injection or Point(s) of Withdrawal.

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Superseding: Original Sheet No. 90

GENERAL TERMS AND CONDITIONS (Continued)

- 8.4 Verification and Retesting. Shipper shall have the right upon written request to witness any test or Gross Heating Value determination, to inspect any equipment used, to obtain all relevant results, and to request a retest or redetermination. In the event a retest or redetermination is requested and the results, for the questioned portion thereof, vary less than 2 percent from the previous test, Shipper may recover from Transporter the actual costs of performing such retest or redetermination.
- 8.5 Nonspecification Gas. In the event that Gas Tendered hereunder fails to meet the specifications in this Article, Transporter shall notify Shipper of such failure. Transporter may refuse to accept such Gas. The Shipper Tendering nonspecification Gas, including, but not limited to, objectionable substances, hereunder shall indemnify the Transporter for any injury, damage, loss, or liability caused by such nonspecification Gas, except to the extent Transporter knowingly and willingly accepts such nonspecification Gas.

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Sheet No. 91 is being reserved for future use.

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Fourth Revised Sheet No. 92 Fourth Revised Sheet No. 92: Effective

Superseding: Third Revised Sheet No. 92

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 9 - MEASUREMENT

9.1 Measurement Facilities. Unless otherwise agreed, Gas received hereunder shall be measured by orifice meters to be installed and operated or caused to be installed and operated by Transporter at each Point of Injection and at or near each Point of Withdrawal. However, if adequate measurement facilities are already in existence at any such Points, such existing facilities shall be used. Measurement responsibilities at Point(s) of Injection and Point(s) of Withdrawal shall be by Transporter.

All orifice meters shall be installed and operated in accordance with the specifications prescribed in AGA Report No. 3, entitled "Orifice Metering of Natural Gas" including any appendices and any existing or subsequent revisions or amendments thereto. The unit of measurement for Gas hereunder shall be 1 Dth, as defined in Article 1 hereof. Unless otherwise stated, all quantities are to be specified in terms of such unit. The average atmospheric pressure at each Point of Injection or Point of Withdrawal shall be determined by Transporter.

Measurement close should not be later than the fifth Business Day of the Month following production. Missing or late measurement should be estimated with actual data supplied later as a retroactive adjustment. The measuring party is responsible for providing the estimate. Retroactive adjustments should be taken back to the production Month. Prior period adjustments are to be reported as restated line items with new total quantities for the Day and Month (GISB Standards 2.3.7, 2.3.12, 2.3.13).

The time limitation for correcting and reconciling any measurement shall be 6 months from the time of the close of the production Month. Upon issuance of a retroactive adjustment, the affected parties will have a 3 month rebuttal period. This 3 month rebuttal period shall begin with the objecting party issuing a written notification that a measurement dispute exists. These disputes will apply to measurement errors that involve quantities that Transporter has direct custody transfer

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GENERAL TERMS AND CONDITIONS (Continued)

responsibilities over, as well as volumes measured by other companies that have been audited by Transporter. This time limitation provision does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation. (GISB Standard 2.3.14)

- 9.2 Measurement data available upstream of aggregated points should be sent to the allocating party and used to allocate the aggregated volume back to the upstream points. (GISB Standard 2.3.8)
- 9.3 Transporter's measurement information provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in GISB Standards 2.4.4, 2.4.5 and 2.4.6.
- 9.4 Measurement Specifications. The quantities of Gas measured hereunder shall be computed in accordance with the specifications prescribed in said AGA Report No. 3. Factors required in the computations to be made in accordance with said AGA Report No. 3 shall be determined from the following information:
 - (a) The temperature of the Gas flowing through each meter shall be determined by the use of a recording thermometer and the arithmetical average of the temperatures so recorded during the time Gas was flowing shall be used in computing measurements.
 - (b) The specific gravity of the Gas shall be determined every 6 months by Transporter, or more frequently if found necessary in practice at each meter, in accordance with an approved method commonly accepted in the Gas industry. The regular test shall determine the specific gravity to be used in computations in the measurement of Gas deliveries until the next regular test, or until changed by special test.

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Superseding: Second Revised Sheet No. 93

GENERAL TERMS AND CONDITIONS (Continued)

- (c) Deviation from Boyle's Law shall be determined in accordance with the AGA Report No. 8. The arithmetic average of the pressure and temperature recorded during the time Gas was flowing shall be used in the computations. The pressure and temperature data shall be used in conjunction with data obtained from a compositional analysis of the Gas which shall be verified at least once each year, or more frequently if found necessary in practice.
- 9.5 Calibration of Equipment. At least once each 3 months the measuring equipment, including temperature recorders, is to be calibrated, and adjusted if necessary, by Transporter in the presence of a representative of the other party, if such party chooses to be represented.
 - If either party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the parties will then cooperate to promptly secure a calibration test and a joint observation of any adjustments.
- 9.6 Testing. Each party shall give to the other notice of the time of all regular tests of measuring equipment and other tests called for herein sufficiently in advance of the holding of tests so that the other party may conveniently have its representative present. If, upon any test, the quantity measured by any measuring equipment is found to be inaccurate by 1.0 percent or more, registrations thereof shall be corrected at the rate of such inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, then for a period extending back one-half of the time elapsed since the last date of calibration. Following any test, measuring equipment found inaccurate shall be promptly adjusted to record as accurately as possible. If for any reason measuring equipment is out of service and/or out of repair so that the amount of Gas received or Delivered cannot be measured or computed from the reading thereof, the Gas received or Delivered during the period such measuring equipment is out of service and/or out of repair shall be estimated and agreed upon by the parties upon the basis of the best data available, using the first of the following methods which is feasible:

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Superseding: First Revised Sheet No. 94

GENERAL TERMS AND CONDITIONS (Continued)

- (a) By correcting the error, if the percentage of error is ascertainable by calibration, test, or mathematical calculation.
- (b) By using the registration of any connecting pipeline's check measuring equipment, if installed and accurately registering.
- (c) By estimating the quantities received or Delivered based on the quantities Tendered during periods of similar operating conditions when the measuring equipment was registering accurately.
- 9.7 Check Meters. Either party hereto may, at its option and expense, install and operate check meters to check the other party's measuring equipment, but measurements of Gas for the purpose of this Tariff shall be by means of the measuring equipment identified in this Article, provided, third parties shall not install check meters on Transporter's facilities. Check meters, if installed, shall be installed, operated, and maintained in accordance with the specifications prescribed in this Article. Either party's check meters shall be subject at all reasonable times to inspection and examination by the other, but the reading, calibrations and adjustment thereof and changing of charts shall be done only by the party installing same.
- 9.8 Measurement Review. Each party shall, upon request, furnish the other party at the earliest practicable time all charts or records of electronic measurement upon which it has based any statements of Gas received or Delivered. Such charts or records of electronic measurement shall be returned to the providing party within a 30 day period. Each party shall have access to the other party's records and books at all reasonable hours so far as they affect measurement and settlement hereunder.
- 9.9 Electronic Flow Computers. It is recognized that electronic or other types of flow computers have been developed that permit the direct computation of Gas flows without the use of charts. Additionally, the use of on-line Gas chromatograph for Btu and specific gravity determinations can be used in conjunction with electronic flow computers. Where the substitution of these devices is deemed acceptable by Transporter, their use for the measurement required herein will be permitted.

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GENERAL TERMS AND CONDITIONS (Continued)

9.10 New measurement Techniques. If, at any time during the term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by Transporter. Transporter shall promptly inform the other party of any new technique adopted.

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Eighth Revised Sheet No. 96 Eighth Revised Sheet No. 96

Superseding: Seventh Revised Sheet No. 96

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 10 - BILLING AND PAYMENT

10.1 Statement by Transporter. On or before the ninth (9th) Business Day of each Month, Transporter shall Render or furnish via email or other methods described in Section 10.2 to Shipper and Replacement Shipper, as appropriate, a statement setting forth information relevant to the preceding Month's transactions under the Agreement. This statement of account is separate from the invoice as a transaction type (NAESB Standard 3.3.20).

10.2 Invoice, Payment and Late Charges

- (a) Invoice. On or before the ninth (9th) Business Day of each Month, Transporter shall invoice Shipper and Replacement Shipper, as appropriate, for services provided by Transporter during the preceding Month.
 - (i) Invoices shall be deemed Rendered when Transporter posts notification on its EBB that invoices are final. Shipper may also access their invoice on the Xpress system or may request to have invoices Rendered via U.S. Mail. If the Shipper elects to have invoices Rendered via U.S. Mail, then Shipper's invoice shall be deemed Rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable Service Agreement.
 - (ii) A Shipper may request a complimentary e-mail notification of posting of the invoice on the EBB, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.
 - (iii) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the month to be effective for the next billing cycle.

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Original Sheet No. 96A Original Sheet No. 96A

GENERAL TERMS AND CONDITIONS (Continued)

- (b) Payment. Shipper and Replacement Shipper, as appropriate, shall pay the invoiced amount within ten (10) calendar days of the invoice date. Unless otherwise specified in an applicable Tariff, General Terms and Conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB Standard 3.2.1) should be the first Business Day following the due date. (NAESB Standard 3.3.25) Payment received from Shipper and Replacement Shipper, as appropriate, shall be accompanied by a payment remittance setting forth the total payment and amount of payment to apply to late charges pursuant to Section 10.2(c) and each outstanding invoice by invoice number. Subject to Section 10.2(c), Transporter shall apply payment per the payment remittance. If payment is made by electronic funds transfer (EFT), the remittance detail is due within two Business Days of the payment due date. (NAESB Standard 3.3.17) If the invoice is in dispute, Shipper and Replacement Shipper, as appropriate, shall pay the portion not in dispute and provide documentation identifying the basis for the dispute.
 - (c) Late Charges. Should Shipper and/or Replacement Shipper fail to remit all invoiced amounts when due, Shipper and/or Replacement Shipper shall pay Transporter a late charge based on the unpaid balance. Such late charge shall accrue daily from the due date at a rate of interest equal to, and shall be compounded in accordance with, the provisions of 18 CFR Section 154.501(d). Transporter shall not bill interest when such amount is less than \$100. Subject to requirements of regulatory bodies having jurisdiction and without prejudice to any other rights and remedies available to Transporter under the law and the agreement(s), Transporter shall have the right but not the obligation to discontinue Storage Service hereunder if any charges remain unpaid for 30 days after the due date thereof. Storage Service may be resumed upon payment by Shipper of all unpaid charges.

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Eighth Revised Sheet No. 97 Eighth Revised Sheet No. 97

Superseding: Seventh Revised Sheet No. 97

GENERAL TERMS AND CONDITIONS (Continued)

- 10.3 Corrections. The time period for corrections to invoice or statement shall be six (6) months from the date of the initial invoice or statement with a three (3) month rebuttal period, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, nor shall this limitation diminish the Parties' other statutory or contractual rights. If there is a deliberate omission or misrepresentation of fact, there will be no time limit on correction of the invoice. If there has been a mutual mistake of fact, no correction shall be made for an invoice error unless the Party gives notice thereof within twelve (12) Months after the error was committed. (NAESB Standard 3.3.15)
- 10.4 Prepayment of Reservation Charges and Storage Capacity Charges.
 Upon a firm Shipper's election, such Shipper may, at any time,
 prepay reservation charges and storage capacity charges under the
 Agreement. If the Shipper elects to prepay such charges and the
 Agreement is subsequently terminated in accordance with terms set
 forth in the Agreement, Transporter shall refund to Shipper that
 portion of any prepayment which applies to the period subsequent to
 the termination.
- 10.5 Discounts. In the event rates are discounted, the components of the currently applicable Maximum Rate shall be discounted in the following order (1) Gas Research Institute Surcharge, if applicable, and (2) the base rate reservation charge.
- 10.6 Municipality Limited Liability. If a Shipper is a municipally owned utility, (local government owned entity engaged in the provision of utility service to its constituents) then these additional provisions will apply. Transporter may agree that it will not collect a municipally owned utility's unpaid invoices from the other financial resources of the governing municipality insofar as the law governing the municipality's utility operations prevents such actions. The Transporter may also agree to condition the effectiveness of multi-year obligations on appropriations, but to obtain such a condition from Transporter, Shipper must agree to request sufficient monies in the governing municipality's appropriations process to meet its expected obligations under any service agreement with Transporter. Upon request, Transporter

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Superseding: Second Revised Sheet No. 98

GENERAL TERMS AND CONDITIONS (Continued)

agrees to include a provision in Shipper's service agreement detailing the requirements of this section.

ARTICLE 11 - FORCE MAJEURE

11.1 Force Majeure. In the event of either Party's being rendered, wholly or in part by force majeure, unable to carry out its obligations under the Agreement, it is agreed that when such Party gives notice and full particulars of such force majeure, in writing or by facsimile, to the other Party which shall be done as soon as practicable after the occurrence of the causes relied on, then the obligations of the Parties hereto, other than its obligation to make payments of amounts due hereunder, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. However, if quantities of Shipper's Gas are destroyed by an event of force majeure while in Transporter's possession, the obligations of the Parties under the Agreement shall terminate with respect to the quantities lost.

The term "force majeure" as used in this Tariff shall include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, volcanoes, hurricanes, tornadoes, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of pipeline, partial or entire failure of wells, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such Party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

The term "force majeure" as employed herein shall also include, but shall not be limited to, inability to obtain or acquire at reasonable cost, grants, servitudes, rights-of-way, permits, licenses, or any other authorizations from third parties or agencies (private or governmental) or inability to obtain or

FERC Docket: RP00-182-000

First Revised Sheet No. 99 First Revised Sheet No. 99 : Effective Superseding: Original Sheet No. 99

GENERAL TERMS AND CONDITIONS (Continued)

11.1 (continued)

acquire at reasonable cost necessary materials or supplies to construct, maintain, and operate any facilities required for the performance of any obligations under the Agreement, when any such inability directly or indirectly contributes to or results in either Party's inability to perform its obligations. In events of force majeure, Transporter's responsibility will be limited to taking reasonable and prudent actions to eliminate or remedy such circumstances, and Transporter shall have no liability for any losses occasioned by events of force majeure.

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First Revised Sheet No. 100 First Revised Sheet No. 100 : Effective

Superseding: Original Sheet No. 100

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 12 - INTERRUPTIONS OF SERVICE

12.1 Alterations and Repairs. Transporter shall have the right to interrupt the injection or withdrawal of Gas for Shipper when necessary to test, alter, modify, enlarge, repair, or maintain any facility or property comprising a part of, or appurtenant to, its system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper. Except in cases of emergency, Transporter shall give advance notice to Shipper of its intention to so interrupt the injection and/or withdrawal of Gas, stating the anticipated timing and magnitude of each such interruption. Except as set forth above, Transporter shall have no other responsibilities to Shipper for any alterations or repairs and no liability for any losses occasioned by such alterations or repairs.

ARTICLE 13 - TAXES

- 13.1 Taxes. All taxes, including but not limited to, production, ad valorem, gathering, Delivery, sales, severance, or excise taxes or assessments upon the Gas Tendered hereunder by Shipper to Transporter, which are now or hereafter in existence or authorized for collection by any state or other governmental agency or duly constituted authority, either directly or indirectly, shall be paid or caused to be paid by Shipper.
- 13.2 If at any time during the period that this Tariff remains effective, current Federal and state tax policy should change by legislation or otherwise, such change(s), as appropriate, shall be reflected in an upward or downward adjustment to Transporter's rates through an adjustment to Transporter's cost of service upon which such rates are derived. Any such increase or decrease shall be implemented on the first day of the calendar month which is no later than 45 days after the enactment or pronouncement of the change in policy and shall be effective on the effective date of such change in policy.

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First Revised Sheet No. 101 First Revised Sheet No. 101: Effective

Superseding: Original Sheet No. 101

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 14 - LIABILITY

14.1 Liability. Each Party assumes full responsibility and liability arising from the installation, ownership, and operation of its pipelines and facilities and will hold the other Party harmless from any claim, loss, expense or liability (except as otherwise specifically provided in this Agreement) that such Party incurs on account of such installation, ownership, and operation.

ARTICLE 15 - WARRANTY

15.1 Warranty. Shipper warrants that it has title to all Gas Tendered to Transporter hereunder and at the time of Tender be free from all liens and adverse claims, and Shipper shall indemnify Transporter against all damages, costs, and expenses of any nature whatsoever arising from every claim against said Gas.

ARTICLE 16 - RESPONSIBILITY FOR GAS AND PRODUCTS

- 16.1 Responsibility for Gas. Shipper shall be in exclusive control and possession of the Gas until such has been received by Transporter at the Point(s) of Injection and after such Gas has been received by Shipper, or for Shipper's account, at the Point(s) of Withdrawal. Transporter shall be in exclusive control and possession of such Gas while it is in Transporter's possession. The Party which is or is deemed to be in exclusive control and possession of such Gas shall be responsible for all injury, damage, loss, or liability caused thereby.
- 16.2 Responsibility for Products. Transporter may process or cause to be processed any Gas received for the removal of Products prior to the Delivery of same. Shipper shall have no further rights with respect to Products obtained by Transporter from the Gas while the Gas is in Transporter's possession. Title to all such Products shall vest in Transporter, and Shipper shall indemnify Transporter against all damages, costs, and expenses of any nature whatsoever arising from every claim against said Products or the right to payment for same.

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First Revised Sheet No. 102 First Revised Sheet No. 102: Effective

Superseding: Original Sheet No. 102

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 17 - FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE ADJUSTMENT PROVISION

- 17.1 Purpose. For the purpose of funding of the FERC's costs incurred in any fiscal year, this Article establishes an Annual Charge Adjustment which shall be applicable to Transporter's Rate Schedules as set forth on the Schedule of Rates and Surcharges Sheets.
- 17.2 Basis of the Annual Charge Adjustment. The Rate Schedules referred to in Section 17.1 shall be subject to the ACA Surcharge on injection. Such ACA Surcharge shall be the charge factor, adjusted to Transporter's pressure base and heating value, if required, which is stated in the FERC's Annual Charges Billing. The ACA Surcharge shall be reflected on the Schedule of Rates and Surcharges Sheets of this Tariff.
- 17.3 Filing Procedure. The initial Annual Charge Adjustment or any subsequent changes in such assessment charge shall be filed by Transporter at least 30 days prior to the proposed effective date unless, for good cause shown, lesser periods are allowed by valid FERC order.

The proposed effective date of filings shall be October ${\bf 1}$ of each calendar year.

ARTICLE 18 - ATTRIBUTION OF COSTS

- 18.1 Attribution of Costs. If, by an order, opinion, approval of a settlement of any of Transporter's rate cases, or otherwise, the FERC directly or indirectly requires changes in the costs attributable to storage by Transporter hereunder or the rate form in which such costs are recovered, then, as of the effective date of such change in attribution or rate form, the maximum storage rates hereunder shall be changed to reflect all costs attributed to the storage hereunder or to reflect any new rate form.
- 18.2 Changes in Storage Rates. The Parties recognize that the minimum and maximum storage rates, as well as the terms and conditions, for Storage Service hereunder may require change from time to time. Accordingly, Transporter's minimum and maximum storage rates, and the terms and conditions of such service, may from

FERC Docket: RP00-182-000

First Revised Sheet No. 103 First Revised Sheet No. 103: Effective

Superseding: Original Sheet No. 103

GENERAL TERMS AND CONDITIONS (Continued)

time to time be changed by appropriate lawful processes, including the filing of changed provisions with the FERC. Transporter shall be entitled to collect, and Shipper shall be required to pay any increased maximum storage rate when such Shipper had previously agreed to pay the maximum rate commencing with the effective date of such change. Nothing herein shall prejudice the rights of Shipper to contest at any time changes to the charges for the services rendered hereunder by Transporter.

ARTICLE 19 - APPLICATIONS FOR AUTHORITY AND CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY

19.1 Governmental Authorization. Each Party's obligations under an Agreement incorporating these General Terms and Conditions are conditioned upon each Party obtaining from governmental authorities having jurisdiction such authorization as may be necessary, in form and substance satisfactory to the Party applying therefor. Neither Transporter nor Shipper shall be required to accept any authorization which, in the opinion of the Party applying for same, contravenes, nullifies, or is contrary to any provisions hereof or of such Agreement.

ARTICLE 20 - LIMITATION OF SERVICE

20.1 Limitation of Service. Transporter shall not be required to perform service under the Agreement on behalf of any Shipper that fails to substantially comply with any and all of the terms and conditions of the Agreement including the applicable Rate Schedules and these General Terms and Conditions.

ARTICLE 21 - AMENDMENT

21.1 Amendment. The Agreement shall be amended only by an instrument executed by both Parties in writing.

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Superseding: Second Revised Sheet No. 104

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 22 - WAIVER

22.1 Waiver. The failure of either Party hereto at any time to require performance by the other Party of any provision of the Agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.

ARTICLE 23 - MISCELLANEOUS

- 23.1 Headings. The headings contained in any Agreement executed pursuant to the Terms and Conditions of this Tariff, in the applicable Rate Schedule, and in the General Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.
- 23.2 Applicable Law. Any Agreement executed pursuant to the Terms and Conditions of this Tariff shall be interpreted according to the laws of the State of Colorado.
- 23.3 Governmental Regulation. Any Agreement executed pursuant to the Terms and Conditions of this Tariff is subject to present and future valid orders of duly constituted authorities having jurisdiction over the subject matter thereof. Upon cessation of such jurisdiction or control, all rights and obligations set forth in the Agreement shall continue in effect.
- 23.4 Transporter shall not be required under any Agreement subject to this Tariff to provide Storage Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement or if the quantities Tendered are so small that the total cost incurred by Transporter in storing the quantities render them uneconomical to handle. Transporter shall promptly notify Shipper if such operating conditions exist or if the total costs of storing the quantities have rendered them uneconomical to store (i.e., less than 100 Dth per Day).

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Superseding: Original Sheet No. 104A

GENERAL TERMS AND CONDITIONS (Continued)

23.5 Transporter shall not be obligated to extend or expand a lateral (as defined in 18 C.F.R. 154.109 (b)) except when, in Transporter's reasonable discretion, such expansion or extension is appropriate.

Transporter's policy will be to require full or partial reimbursement by the affected Shipper(s) when Transporter extends or expands a lateral except where the Shipper's commitments and charges provide an adequate economic basis for the connection or otherwise create commercial opportunities or other benefits for Transporter's operations such that Transporter reasonably determines that it is appropriate for the costs to be borne by Transporter.

ARTICLE 24 - ASSIGNMENT

- 24.1 Assignable Parties. Any Agreement executed pursuant to the Terms and Conditions of this Tariff may be assigned by either of the Parties to:
 - (a) any person, firm, or corporation acquiring all, or substantially all, of the natural Gas business of said Party;
 - (b) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities;

but it may not be otherwise assigned without the consent of the other Party to that Agreement. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.

- 24.2 Assignment. Subject to the provisions of this Section, any such Agreement shall be binding upon and inure to the benefit of the successors and assignees of each of the Parties hereto.
- 24.3 Clarification of Use. Unless expressly allowed by Transporter in writing, storage for other than the purposes expressly stated in any executed service agreement shall not be provided.

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Second Revised Sheet No. 105 Second Revised Sheet No. 105: Effective

Superseding: First Revised Sheet No. 105

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 25 - COMPLAINTS

25.1 Formal Complaints. A complaint that a Shipper files at FERC in connection with Transporter's services must comply with the requirements in Rule Nos. 206, 213 and 218 of FERC's Rules of Practice and Procedure (18 CFR 385.206, 213 and 218).

The Shipper must serve a copy of the complaint to the address contained on the Payments, Notices, Nominations and Points of Contact Sheets in this Tariff.

25.2 Informal Complaints. If a Shipper or a potential Shipper has a complaint that the Shipper wants handled on an informal basis (without filing the complaint at FERC), the complaint should be served to one of the addresses contained on the Payments, Notices, Nominations and Points of Contact Sheets in this Tariff. Transporter will contact the Shipper as soon as possible to resolve the complaint. Submission of an informal complaint does not preclude the Shipper from later filing a complaint at FERC if Transporter does not resolve the complaint to the Shipper's satisfaction. Transporter shall attempt to provide a satisfactory response at the time that a Shipper or a potential Shipper calls. Should a follow-up call by Transporter be necessary or agreed upon by Shipper or a potential Shipper and Transporter at the time of the initial call, Transporter shall so respond within seven days.

FERC Docket: RP09-165-000

Third Revised Sheet No. 106 Third Revised Sheet No. 106

Superseding: Second Revised Sheet No. 106

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 26 - RELATIONSHIP WITH AFFILIATES

26.1 Shared facilities between Transporter's transmission function employees and the marketing function employees of Transporter's affiliate(s), if any, are posted on Transporter's electronic bulletin board.

ARTICLE 27 - PREGRANTED ABANDONMENT

27.1 Transporter has pregranted abandonment authorization for service provided pursuant to this Tariff. Such abandonment shall be authorized upon the expiration of the contractual term unless the service is firm with a term of one year or more and the firm Shipper, pursuant to Sections 3.1 and 3.2 of the General Terms and Conditions of this Tariff: (a) exercises any contractual right to continue such service; or (b) gives notice that it wants to continue its Storage Service arrangement and will match the longest term and highest rate for its firm service, up to the maximum rate under this Tariff for offers by any other Shipper desiring firm capacity, and executes a contract matching the terms of any such offer.

FERC Docket: RP04-312-002

Substitute Second Revised Sheet No. 106A Substitute Second Revised Sheet No. 106A: Effective

Superseding: Substitute First Revised Sheet No. 106A $_{\mbox{\scriptsize GENERAL}}$ TERMS AND CONDITIONS

(Continued)

ARTICLE 28 - REVENUE AND RETAINED GAS CREDITING

- 28.1 Revenue Crediting. The actual revenues, net of all variable costs, received by Transporter in any calendar year, for service under Rate Schedule IS-1 shall be credited to all firm Shippers by invoice credit. Such credit shall be in proportion to the Storage Service reservation charge revenues received from each such Shipper during the subject calendar year, and shall be made not later than the January statement by Transporter submitted to Shipper pursuant to Section 10.2 of the General Terms and Conditions of this Tariff.
- 28.2 Retained Gas Crediting. In the event gas is retained under Section 2.3 of Rate Schedule FS-1 or Section 2.5 of the Form of Service Agreement applicable to Rate Schedule IS-1, the value of such gas will be credited to all non-offending firm and interruptible shippers by invoice credit. Such credit shall be in proportion to the volumes injected for each Shipper during the storage year in which the gas was retained, and shall be made not later than 90 days after the end of such storage year by Transporter and submitted to Shipper pursuant to Section 10.2 of the General Terms and Conditions of this Tariff. The value of the credit will be determined by multiplying the quantity of the gas retained (Dth) by the average of the daily mid-point index prices for Rocky Mountains (Colorado Interstate Gas Company) as published in Platt's gas market publication (formerly known as Gas Daily's Price Survey) for each day of the month divided by the number of days in the month for the month in which the gas is retained. Should Platt's gas market publication become unavailable, Transporter shall calculate the credit based on information posted in a similar publication.

ARTICLE 29 - OPERATIONAL PURCHASES AND SALES

- 29.1 Transporter may buy and/or sell gas to the extent necessary: (1) to manage system storage; (ii) to balance fuel quantities; (iii) to implement the gas retention requirements of Rate Schedules FS-1 and IS-1; and (iv) to perform other operational functions of Transporter in connection with storage and other similar services.
- 29.2 Transporter will post its operational sales quantities for bidding on its electronic bulletin board in accordance with the applicable bidding provisions contained in Article 2 of the General Terms and Conditions of this Tariff.

FERC Docket: RP04-312-002

Original Sheet No. 106B Original Sheet No. 106B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 29 - OPERATIONAL PURCHASES AND SALES (continued)

29.3 Transporter will file a report on or before September 30 of each year reflecting the operational purchases/sales for the 12-month period ending the preceding June 30. The report will indicate the source of the operational gas purchased/sold, the date of such purchases/sales, volumes, the purchase/sale price, the costs and revenues from such purchases/sales and the disposition of the associated costs and revenues for operational purchases and sales.

Effective Date: 12/31/1996 Status: Effective FERC Docket: RP97-204-000

Original Sheet No. 107 Original Sheet No. 107: Effective

STORAGE	SERVICE	AGREEMENT	- RATE S	SCHEDULE	FS-1
		betwee	en		
	YOUNG G	AS STORAGE	COMPANY,	, LTD.	
		and			
	DATED:				

FERC Docket: RP00-182-000

First Revised Sheet No. 108 First Revised Sheet No. 108 : Effective Superseding: Original Sheet No. 108

TABLE OF CONTENTS

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1

	Article	Sheet No
I	STORAGE SERVICE	109
II	QUANTITIES OF GAS TO BE STORED	109
III	APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE	109
IV	TERM	110
V	CANCELLATION OF PRIOR CONTRACTS	110
VI	OTHER OPERATING PROVISIONS	110
VII	ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS	112
'III	NOTICES, STATEMENTS, AND INVOICES	112
EXH	IIBIT "A"	114

FERC Docket: RP00-182-000

First Revised Sheet No. 109 First Revised Sheet No. 109: Effective

Superseding: Original Sheet No. 109

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1

THIS AGREEMENT is made and entered into as of this ____ day of ____, by and between YOUNG GAS STORAGE COMPANY, LTD., hereinafter called "Transporter," and _____, hereinafter called "Shipper."

In consideration of the mutual promises hereinafter contained, Shipper and Transporter agree as follows:

ARTICLE I STORAGE SERVICE

1.1 Subject to the provisions of this Agreement and Transporter's Rate Schedule FS-1, Transporter agrees, on a firm basis, to inject during the Injection Period, store, and withdraw during the Withdrawal Period Gas from storage for the account of Shipper. If at any time during the Storage Year, Transporter, in its sole judgment, has the capability to provide Storage Service without detriment or disadvantage to Transporter's firm obligation, Transporter may accept Gas for injection into storage or may withdraw Gas from storage on an interruptible basis.

ARTICLE II QUANTITIES OF GAS TO BE STORED

- 2.1 Maximum Daily Withdrawal Quantity ("MDWQ"). Shipper's Maximum Daily Withdrawal Quantity is _______ Dth per day.
- 2.2 Maximum Daily Injection Quantity ("MDIQ"). Shipper's Maximum Daily Injection Quantity is _____ Dth per day.
- 2.3 Maximum Available Capacity ("MAC"). Shipper's Maximum Available Capacity is $$\operatorname{\textsc{D}th}$.$

ARTICLE III

APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE

3.1 Rate Schedule. Each Month, Shipper shall pay Transporter for Storage Service rendered hereunder at rates set forth on Exhibit A for the Term of Rate provided therein. Thereafter, payment shall be at the maximum rates set forth on the Schedule of Rates and Surcharges Sheets.

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Superseding: Original Sheet No. 110

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- 3.2 Incorporation by Reference. This Agreement in all respects shall be subject to the provisions of Rate Schedule FS-1 and to the applicable provisions of the General Terms and Conditions filed with the FERC (as they may be amended pursuant to Article VII of this Agreement), all of which are by reference made a part hereof. In the event of any conflict between Rate Schedule FS-1 and the Storage Service Agreement, Rate Schedule FS-1 shall govern.
- 3.3 Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

ARTICLE IV

- 4.1 Effective Date. This Agreement shall become effective on
- 4.2 Termination Date. This Agreement shall continue in full force and effect for a term ______.
- 4.3 Termination Obligations. Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to correct any quantity imbalances, or relieve Shipper of the obligation to pay money due Transporter. All warranties and indemnities shall survive the termination of this Agreement.

ARTICLE V CANCELLATION OF PRIOR CONTRACTS

5.1 Cancellation of Prior Contracts. When this Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

> ARTICLE VI OTHER OPERATING PROVISIONS

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Effective Date: 03/16/2000 Status: Effective
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FERC Docket: RP00-182-000

Fourth Revised Sheet No. 111 Fourth Revised Sheet No. 111 : Effective Superseding: Third Revised Sheet No. 111

These Sheets are reserved for future use:

Third Revised Sheet No. 111A Fourth Revised Sheet No. 111B Fourth Revised Sheet No. 111C Third Revised Sheet No. 111D Second Revised Sheet No. 111E First Revised Sheet No. 111F First Revised Sheet No. 111G First Revised Sheet No. 111H First Revised Sheet No. 111H Original Sheet No. 111J

FERC Docket: RP99-359-000

Third Revised Sheet No. 111A Third Revised Sheet No. 111A: Superseded Superseding: Second Revised Sheet No. 111A

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

Young's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule for Nominations/quick response turnaround stated in GISB Standard 1.3.37. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. (GISB Standard 1.3.38)

- (b) Nomination Data Elements.
 - (i) All Nominations should be considered original Nominations and should be replaced to be changed. When a Nomination for a date range is received, each Day within that range is considered an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only. (GISB Standard 1.3.7)
 - (ii) Certain Nomination data elements are identified as "key" fields and define the basis of a unique Nomination record. Changes to non-key data elements will cause a previous Nomination containing the same key data elements to be replaced. Young's mandatory and optional data elements to be used by the customer shall be clearly and definitively stated in the trading partner agreement between Young and Customer. Such data elements shall conform to the requirements of Data Dictionary standards as set forth in GISB Standard 1.4.1.
 - (iii) Young's Key Nomination data fields are composed of: service requester contract (Service Agreement), transaction type, Upstream Party, upstream contract

FERC Docket: RP99-359-000

Fourth Revised Sheet No. 111B Fourth Revised Sheet No. 111B : Superseded

Superseding: Substitute Third Revised Sheet No. 111B

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

(when applicable), receipt location (as applicable), Downstream Party (as applicable), downstream contract (when applicable), Delivery location (as applicable), Package ID, upstream package ID (where mutually agreed), downstream package ID (where mutually agreed), capacity type indicator (where mutually agreed). Upon receipt by a service provider from a service requester of a transaction whose key elements match those previously received by the service provider from the service requester, the service provider should then process the begin date/time and end date/time consistent with the intentions of the Standard 1.3.7 and then process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g., is not applicable, is not supported, or is not mutually agreed upon), the pertinent portion of the key would be determined to be null. (GISB Standard 1.3.27)

- (iv) Nominations must specify a Begin and End Date. Such dates must be no earlier than the effective date or no later than the termination date of the service agreement. Each Day, all Nominations for the next Day which have been received by Young at or prior to the Nomination Deadline shall be processed pursuant to Article 5 of the General Terms and Conditions of Young's Tariff.
- (v) All Nominations, including Intraday Nominations, should be based on a daily quantity; thus, an Intraday Nominator need not submit an hourly Nomination. Intraday Nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in Young's contract or Tariff. (GISB Standard 1.3.9)

FERC Docket: RP99-359-000

Fourth Revised Sheet No. 111C Fourth Revised Sheet No. 111C : Superseded

Superseding: Substitute Third Revised Sheet No. 111C

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- (c) Determination of Nomination Scheduling Cycle and reservation of capacity.
 - (i) Transportation Service Providers should determine the applicable Nomination processing cycle based upon the receipt time and beginning effective Day of the Nomination. Where Transportation Service Providers support the processing of beginning effective time, the Transportation Service Provider should also use the beginning effective date and time in determining the applicable Nomination processing cycle in lieu of using the Nomination's receipt date and time to determine the processing cycle. (GISB Standard 1.3.43)
 - (ii) It is understood that a Transportation Service Provider exceeding the standard Nomination timelines is not required to hold capacity for grid wide Nominations until a standard Nomination cycle. (GISB Standard 1.3.42)
- (d) The Timely Nomination Cycle: 11:30 a.m. for Nominations leaving control of the Nominating Party; 11:45 a.m. for receipt of Nominations by the Transporter; noon to send Quick Response; 3:30 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 4:30 p.m. for receipt of Scheduled Quantities by Customer and point operator (Central Clock Time on the Day prior to flow. (GISB Standard 1.3.2(i)) Shown below in tabular format is a representation of this standard. All times are Central Clock Time.
 - (i) Timely Nomination Deadline. Nominations for the next Gas Day leave control of Nominating Party 11:30 a.m.
 - (ii) Receipt of Nominations by Young 11:45 a.m.
 - (iii) Young issues Quick Response 12:00 Noon (EDI Only)

FERC Docket: RP99-359-000

Third Revised Sheet No. 111D Third Revised Sheet No. 111D: Superseded Superseding: Sub Second Revised Sheet No. 111D

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- (iv) Completion of Upstream and Downstream Interconnect Confirmation(s) 3:30 p.m.
- (v) Young issues/posts Report(s) of Confirmed Quantities 4:30 p.m.
- (vi) Gas Flow Period is one Gas Day which begins at 9:00 a.m. the Day following Confirmation of the Nomination.
- (e) Intraday Nomination Requirements.
 - (i) For services that provide for Intraday Nominations and scheduling, there is no limitation as to the number of Intraday Nominations (line items as per GISB Standard 1.2.1) which a Customer may submit at any one standard Nomination cycle or in total across all standard Nomination cycles. (GISB Standard 1.3.32)
 - (ii) Intraday Nominations are to be submitted in full-Day quantities.
 - (iii) Firm Intraday Nominations shall be scheduled ahead of previously scheduled interruptible Nominations in the Evening and Intraday 1 Cycles. Application of this provision will result in such interruptible Nominations being Bumped.
 - (iv) When a previously Confirmed and Scheduled Quantity is altered, notification of such alteration should be provided to all of the Parties below that are affected: 1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party; 2) Confirming Party in a Request for Confirmation document by the Confirmation Requester; 3) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s) Nomination(s) were made. (GISB Standard 1.3.44)

FERC Docket: RP98-270-000

Original Sheet No. 111E Original Sheet No. 111E: Superseded

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

(h) Responsibility for Nominated Quantities. When submitting Nominations, the Nominating Party/Customer is responsible for assuring that sufficient Gas supplies are available at the Nominated Point(s) of Injection. Pursuant to the procedures specified above, Young will verify Nomination information with the Interconnecting Party and will determine the Confirmed Quantity. Young is not responsible for assuring that the Confirmed Quantities are actually Tendered to Young at the Point(s) of Injection.

FERC Docket: RP99-359-000

Second Revised Sheet No. 111E Second Revised Sheet No. 111E : Superseded

Superseding: Substitute First Revised Sheet No. 111E

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- 1. Applicable notification(s) of such alterations should be provided to the affected Parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the confirmation Requester or Confirming Party, respectively. With respect to the implementation of this process via the 1.4.x standards, Confirming Parties should send the applicable document(s) to the applicable Party(ies) no later than the next time they are slated to communicate Confirmations or Scheduled Quantities (as applicable).(GISB Standard 1.3.44)
- 2. When Young complies with the final regulations established by the Commission regarding the communication of business transactions via the Internet (per Order No. 587-G), direct notice of Bumping using the Internet E-mail or direct notification to a Customer's Internet URL address will be made. Until that time, Young shall provide notice of Bumping in the same manner as notification of Operation Flow Orders.
- (v) Young shall notify interruptible Customers of any applicable penalties which will apply on the Day such Customers quantities are reduced (Bumped).
- (vi) Scheduling of Intraday Nominations shall be based on the elapsed pro rata scheduled quantities. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each Nomination period affected. (GISB Standard 1.2.12)

FERC Docket: RP99-359-000

First Revised Sheet No. 111F First Revised Sheet No. 111F : Superseded

Superseding: Substitute Original Sheet No. 111F

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- (vii) Intraday Nominations may be submitted to increase or decrease total Gas flow, to Nominate new supplies or markets, and may be used to change Point(s) of Injection and Withdrawal. (GISB Standard 1.3.11 and GISB Standard 1.3.33) However, requests for decrease in flow shall only be accepted to the extent they do not represent a decrease below previous Confirmed Quantities which would have flowed on the requested Gas Day prior to the Nominated decrease, assuming even hourly flow rates.
- (viii) Intraday Nominations shall be considered complete upon Young's receipt of a valid Nomination and the corresponding up and downstream confirmations.
- (ix) Intraday Nominations do not rollover (i.e. Intraday Nominations span one Day only). Intraday Nominations do not replace the remainder of a standing Nomination. There is no need to re-Nominate if Intraday Nomination modified existing Nomination. (GISB Standard 1.3.13) However, confirmed Intraday Nominations under Rate Schedule FS-1 may supersede previously Confirmed Nominations under Rate Schedule IS-1 upon reasonable notice to the Rate Schedule IS-1 customer.
- (x) Intraday Nominations which are not able to be Confirmed are considered to be void.
- (f) The Evening Nomination Cycle: 6:00 p.m. for Nomination leaving control of the Nominating Party; 6:15 p.m. for receipt of Nominations by Young; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed Confirmations by Young from upstream and downstream connected Parties; 10:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Customers and point operators, and to provide Scheduled Quantities to Bumped Parties (notice to Bumped Parties), (Central Clock Time on the Day prior to the flow).

FERC Docket: RP99-359-000

First Revised Sheet No. 111G First Revised Sheet No. 111G : Superseded

Superseding: Original Sheet No. 111G

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

Scheduled Quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped should be effective at 9:00 a.m. on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped, the Scheduled Quantities should be effective at 9:00 a.m. on Gas Day. (GISB Standard 1.3.2(ii))

The Intraday 1 Nomination Cycle: 10 a.m. for Nominations leaving control of the Nominating Party; 10:15 a.m. for receipt of Nominations by the Transporter; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 2:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Shippers and point Operators, and to provide Scheduled Quantities to Bumped Parties (notice to Bumped Parties), (Central Clock Time on the Gas Day). Scheduled Quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on the Gas Day. (GISB Standard 1.3.2(iii))

The Intraday 2 Nomination Cycle: 5:00 p.m. for Nominations leaving control of the Nominating Party; 5:15 p.m. for receipt of Nominations by the Transporter; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 9:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Shippers and point Operators, (Central Clock Time on the Gas Day). Scheduled Quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle. (GISB Standard 1.3.2(iv))

FERC Docket: RP99-359-000

First Revised Sheet No. 111H First Revised Sheet No. 111H : Superseded

Superseding: Original Sheet No. 111H

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- (g) For purposes of Sections 7.1(e) (GISB Standards 1.3.2(ii), (iii), and (iv)), "provide" shall mean, for transmittals pursuant to Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post. (GISB standard 1.3.2(v))
- (h) By reference, Transporter incorporates GISB Standard 1.3.2 (vi), the Timely Nomination/Intraday Nomination Model, by reference.

FERC Docket: RP99-359-000

First Revised Sheet No. 1111 First Revised Sheet No. 1111 : Superseded Superseding: Original Sheet No. 1111

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

Shown below in tabular format is a representation this GISB Standard 1.3.2(ii), (iii), and (iv). All times are in Central Clock Time.

		Evening Cycle (for flow on next Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 1 Cycle (for flow on current Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 2 Cycle (for flow on current Gas Day)
(i)	Gas Day affected by Intraday Nomination begins		9:00 a.m.	9:00 a.m.
(ii)	Intraday Nomination Period E. (Nominations leave control of Nominating Party)	nds 6:00 p.m.	10:00 a.m.	5:00 p.m.
(iii)	Nominations received by Transporter	6:15 p.m.	10:15 a.m.	5:15 p.m.
(iv)	Transporter Quick Response to Nominating Party (EDI Only)	6:30 p.m.	10:30 a.m.	5:30 p.m.
(▽)	Completion of Upstream and Downstream Interconnect Confirmations	9:00 p.m.	1:00 p.m.	8:00 p.m.
(vi)	Issuance/Posting of Transporter's Report of Confirmed Quantities and Notices to Bumped Parties	10:00 p.m.	2:00 p.m.	9:00 p.m.
(vii)	Gas Day Affected by Intraday Nomination begins	9:00 a.m.		
(viii)	Nomination Effective Time (Grid-wide synchronization Times, (GISB Standard 1.3.41)	9:00 a.m.	5:00 p.m.	9:00 p.m.

FERC Docket: RP99-359-000

Original Sheet No. 111J Original Sheet No. 111J : Superseded

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- (i) Overrun Nominations. Customer should separately Nominate quantities in excess of its MDIQ or ADWQ. (GISB Standard 1.3.19)
- (j) At the end of each Gas Day, Young should provide the final Scheduled Quantities for the just completed Gas Day. With respect to the implementation of this process via the 1.4.x Scheduled Quantity related standards, Young should send an End of Gas Day Scheduled Quantity document. Receivers of the End of Gas Day Scheduled Quantity document can waive the sender's sending of the End of Gas Day Scheduled Quantity document. (GISB Standard 1.3.3)
- (k) Responsibility for Nominated Quantities. When submitting Nominations, the Nominating Party/Customer is responsible for assuring that sufficient Gas supplies are available at the Nominated Point(s) of Injection. Pursuant to the procedures specified above, Young will verify Nomination information with the Interconnecting Party and will determine the Confirmed Quantity. Young is not responsible for assuring that the Confirmed Quantities are actually Tendered to Young at the Point(s) of Injection.

ARTICLE VII ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

7.1 Adjustments to the General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, as specified below:

FERC Docket: RP00-182-000

First Revised Sheet No. 112 First Revised Sheet No. 112 : Effective

Superseding: Original Sheet No. 112

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

ARTICLE VII
ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

7.1 Adjustments to the General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, as specified below:

ARTICLE VIII
NOTICES, STATEMENTS, AND INVOICES

8.1 Notices, Statements, and Invoices. Any notice, statement, or invoice provided for in this Agreement shall be in writing and considered having been given as if hand carried personally or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

To Shipper:

Invoices for Storage:

All Notices:

To Transporter:

See Payments, Notices, Nominations and Points of Contact Sheet in the Tariff.

FERC Docket: RP00-182-000

First Revised Sheet No. 113 First Revised Sheet No. 113 : Effective Superseding: Original Sheet No. 113

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

YOUNG GAS STORAGE COMPANY, LTD. (Transporter)

By CIG GAS STORAGE COMPANY (General Partner)

Ву_	
	(Print or type name)
	(Print or type title)
	(Shipper)
D.,	
Ву_	
	(Print or type name)
_	
	(Print or type title)

FERC Docket: RP00-182-000

First Revised Sheet No. 114 First Revised Sheet No. 114: Effective

Superseding: Original Sheet No. 114

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

EXHIBIT "A"

to Storage Service Agreement between

betwee:

YOUNG GAS STORAGE COMPANY, LTD. (Transporter) and $\underline{\hspace{1cm}}$ (Shipper)

Shipper's Maximum Available Capacity ("MAC"): Dth
Shipper's Maximum Daily Injection Quantity ("MDIQ") Dth per Day
Shipper's Maximum Daily Withdrawal Quantity (MDWQ") Dth per Day

	Storage	Quantity Injection/	Term	
Reservation	Capacity	Withdrawal	Of	Fuel
Rate	Rate	Rate	Rate	Reimbursement
(Note 1)	(Note 1)	(Note 1)		(Note 2)

- Notes: (1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule FS-1 or other superseding Rate Schedule, as such rates may be changed from time to time.
 - (2) Fuel Reimbursement shall be as stated on Transporter's Schedule of Rates and Surcharges in The Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Effective Date: 12/31/1996 Status: Effective FERC Docket: RP97-204-000

Original Sheet No. 115 original Sheet No. 115 : Effective

STORAGE	SERVICE	AGREEMENT	- RATE	SCHEDULE	IS-1
		betwee	en		
	YOUNG GA	AS STORAGE	COMPANY	Y, LTD.	
		and			
	DATED:				

FERC Docket: RP00-182-000

First Revised Sheet No. 116 First Revised Sheet No. 116 : Effective Superseding: Original Sheet No. 116

TABLE OF CONTENTS

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1

Article 	Sheet No
I STORAGE SERVICE	117
II QUANTITIES OF GAS TO BE STORED	117
III APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE	118
IV TERM	119
V CANCELLATION OF PRIOR CONTRACTS	119
VI OTHER OPERATING PROVISIONS	119
VII ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS	120
VIII NOTICES, STATEMENTS, AND INVOICES	120
EXHIBIT "A"	123

FERC Docket: RP00-182-000

First Revised Sheet No. 117 First Revised Sheet No. 117: Effective

Superseding: Original Sheet No. 117

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1

THIS AGREEMENT is made and entered into as of this ____ day of ____, by and between YOUNG GAS STORAGE COMPANY, LTD., hereinafter called Transporter," and ____, hereinafter called "Shipper."

In consideration of the mutual promises hereinafter contained, Shipper and Transporter agree as follows:

ARTICLE I STORAGE SERVICE

1.1 Subject to the provisions of this Agreement and Transporter's Rate Schedule IS-1, Transporter agrees to inject, store, and withdraw Gas from storage on an interruptible basis for the account of Shipper.

ARTICLE II QUANTITIES OF GAS TO BE STORED

- 2.1 Maximum Daily Quantity ("MDQ"). Shipper's Maximum Daily Quantity is _____ Dth per day.
- 2.2 Maximum Available Capacity ("MAC"). Shipper's Maximum Available Capacity is ______ Dth.
- 2.3 Injection Schedule. Upon Shipper's request, Transporter may, on any Day and on an interruptible basis, accept quantities of Gas Tendered by Shipper at the Point of Injection for injection into storage. However, and unless otherwise agreed, the total quantity of Gas stored for Shipper's account, at any time, shall not exceed Shipper's Maximum Available Capacity as set forth above.
- 2.4 Withdrawal Schedule. Upon Shipper's request, Transporter may, on any Day and on an interruptible basis, withdraw quantities of Gas from storage for Shipper's account pursuant to this Tariff.

FERC Docket: RP00-182-000

First Revised Sheet No. 118 First Revised Sheet No. 118: Effective

Superseding: Original Sheet No. 118

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

- 2.5 Seasonal Withdrawal. Unless otherwise agreed, all quantities stored hereunder shall be withdrawn no later than May 31 of each year, and all quantities stored hereunder shall be withdrawn upon the expiration of the term of the Agreement. If on any Day during the period April 15 through May 31, Transporter failed to withdraw and Deliver to Shipper the quantity of Gas, up to Shipper's Maximum Daily Quantity requested for Delivery by Shipper, then Shipper's obligation to withdraw its Gas shall be extended by the number of Days that Transporter failed to withdraw and Deliver the Withdrawal Quantities requested by Shipper. Any quantities required to be withdrawn which have not been withdrawn as provided hereunder shall become the property of Transporter without charge and shall be free and clear of any adverse claims.
- 2.6 Interruption. Storage Service rendered hereunder shall be subject to curtailment or interruption when in Transporter's reasonable discretion such curtailment or interruption is necessary due to operating conditions or insufficient storage capacity. Such interruptions or curtailment shall be performed in accordance with Article 5 of the General Terms and Conditions of this Tariff.

ARTICLE III APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE

- 3.1 Rate. The rates for Storage Service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.
- 3.2 Incorporation by Reference. This Agreement in all respects shall be subject to the provisions of Rate Schedule IS-1 and to the applicable provisions of the General Terms and Conditions filed with the FERC (as they may be amended pursuant to Article VII of this Agreement), all of which are by reference made a part hereof. In the event of any conflict between Rate Schedule IS-1 and the Storage Service Agreement, Rate Schedule IS-1 shall govern.

FERC Docket: RP00-182-000

Third Revised Sheet No. 119 Third Revised Sheet No. 119: Effective

Superseding: Second Revised Sheet No. 119

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

3.3 Changes in Rates and Terms. Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

ARTICLE IV

- 4.1 Effective Date. This Agreement shall become effective on _____
- 4.2 Termination Date. This Agreement shall continue in full force and effect for a term $\hfill \hfill \hf$
- 4.3 Termination Obligations. Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to correct any quantity imbalances, or relieve Shipper of the obligation to pay money due Transporter. All warranties and indemnities shall survive the termination of this Agreement.

ARTICLE V CANCELLATION OF PRIOR CONTRACTS

5.1 Cancellation of Prior Contracts. When this Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

> ARTICLE VI OTHER OPERATING PROVISIONS

FERC Docket: RP00-182-000

Fourth Revised Sheet No. 119A Fourth Revised Sheet No. 119A : Effective

Superseding: Third Revised Sheet No. 119A

These sheets reserved for future use:

Third Revised Sheet No. 119B Fourth Revised Sheet No. 119C Fourth Revised Sheet No. 119D Fourth Revised Sheet No. 119E Second Revised Sheet No. 119F First Revised Sheet No. 119G First Revised Sheet No. 119H First Revised Sheet No. 119I Original Sheet No. 119J

FERC Docket: RP99-359-000

Third Revised Sheet No. 119B Third Revised Sheet No. 119B : Superseded

Superseding: Second Revised Sheet No. 119B

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

(b) Nomination Data Elements.

- (i) All Nominations should be considered original Nominations and should be replaced to be changed. When a Nomination for a date range is received, each Day within that range is considered an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only. (GISB Standard 1.3.7)
- (ii) Certain Nomination data elements are identified as "key" fields and define the basis of a unique Nomination record. Changes to non-key data elements will cause a previous Nomination containing the same key data elements to be replaced. Young's mandatory and optional data elements to be used by the customer shall be clearly and definitively stated in the trading partner agreement between Young and Customer. Such data elements shall conform to the requirements of Data Dictionary standards as set forth in GISB Standard 1.4.1.
- (iii) Young's Key Nomination data fields are composed of: service requester contract (Service Agreement), transaction type, Upstream Party, upstream contract (when applicable), receipt location (as applicable), Downstream Party (as applicable), downstream contract (when applicable), Delivery location (as applicable), Package ID, upstream package ID (where mutually agreed), downstream package ID (where mutually agreed), capacity type indicator (where mutually agreed). Upon receipt by a service provider from a service requester of a transaction whose key elements match those previously received by the service

FERC Docket: RP99-359-000

Fourth Revised Sheet No. 119C Fourth Revised Sheet No. 119C : Superseded Superseding: Sub Third Revised Sheet No. 119C

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

provider from the service requester, the service provider should then process the begin date/time and end date/time consistent with the intentions of the Standard 1.3.7 and then process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g., is not applicable, is not supported, or is not mutually agreed upon), the pertinent portion of the key would be determined to be null. (GISB Standard 1.3.27)

- (iv) Nominations must specify a Begin and End Date. Such dates must be no earlier than the effective date or no later than the termination date of the service agreement. Each Day, all Nominations for the next Day which have been received by Young at or prior to the Nomination Deadline shall be processed pursuant to Article 5 of the General Terms and Conditions of Young's Tariff.
- (v) All Nominations, including intraday Nominations, should be based on a daily quantity; thus, an intraday Nominator need not submit an hourly Nomination. Intraday Nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday Nomination, if not otherwise addressed in transporter's contract or Tariff. (GISB Standard 1.3.9)
- (c) Determination of Nomination Scheduling Cycle and reservation of capacity.
 - (i) Transportation Service Providers should determine the applicable Nomination processing cycle based upon the receipt time and beginning effective Day of the Nomination. Where Transportation Service Providers support the processing of beginning effective time,

FERC Docket: RP99-359-000

Fourth Revised Sheet No. 119D Fourth Revised Sheet No. 119D: Superseded Superseding: Substitute Third Revised Sheet No. 119D

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

the Transportation Service Provider should also use the beginning effective date and time in determining the applicable Nomination processing cycle in lieu of using the Nomination's receipt date and time to determine the processing cycle. (GISB Standard 1.3.43)

- (ii) It is understood that a Transportation Service Provider exceeding the standard Nomination timelines is not required to hold capacity for grid wide Nominations until a standard Nomination cycle. (GISB Standard 1.3.42)
- (d) The Timely Nomination Cycle: 11:30 a.m. for Nominations leaving control of the Nominating Party; 11:45 a.m. for receipt of Nominations by the Transporter; noon to send Quick Response; 3:30 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 4:30 p.m. for receipt of Scheduled Quantities by Customer and point operator (Central Clock Time on the Day prior to flow. (GISB Standard 1.3.2(i)) Shown below in tabular format is a representation of this standard. All times are Central Clock Time.
 - (i) Timely Nomination Deadline. Nominations for the next Gas Day leave control of Nominating Party 11:30 a.m.
 - (ii) Receipt of Nominations by Young 11:45 a.m.
 - (iii) Young issues Quick Response 12:00 Noon
 (EDI Only)

 - (v) Young issues/posts Report(s) of Confirmed Quantities
 4:30 p.m
 - (vi) Gas Flow Period is one Gas Day which begins at 9:00 a.m. the Day following Confirmation of the Nomination.

FERC Docket: RP99-359-000

Fourth Revised Sheet No. 119E Fourth Revised Sheet No. 119E : Superseded Superseding: Substitute Third Revised Sheet No. 119E

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

(e) Intraday Nomination Requirements.

- (i) For services that provide for Intraday Nominations and scheduling, there is no limitation as to the number of Intraday Nominations (line items as per GISB Standard 1.2.1) which a Customer may submit at any one standard Nomination cycle or in total across all standard Nomination cycles. (GISB Standard 1.3.32)
- (ii) Intraday Nominations are to be submitted in full-Day quantities.
- (iii) Firm Intraday Nominations will be scheduled ahead of previously scheduled interruptible Nominations in the Evening and Intraday 1 Cycles. Application of this provision will result in such interruptible Nominations being Bumped.
- (iv) When a previously Confirmed and Scheduled Quantity is altered, notification of such alteration should be provided to all of the Parties below that are affected: 1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party; 2) Confirming Party in a Request for Confirmation document by the Confirmation Requester; 3) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s)
 Nomination(s) were made. (GISB Standard 1.3.44)
 - Applicable notification(s) of such alterations should be provided to the affected Parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the confirmation Requester or Confirming

FERC Docket: RP99-359-000

Second Revised Sheet No. 119F Second Revised Sheet No. 119F : Superseded

Superseding: Substitute First Revised Sheet No. 119F

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

Party, respectively. With respect to the implementation of this process via the 1.4.x standards, Confirming Parties should send the applicable document(s) to the applicable Party(ies) no later than the next time they are slated to communicate Confirmations or Scheduled Quantities (as applicable). (GISB Standard 1.3.44)

- 2. When Young complies with the final regulations established by the Commission regarding the communication of business transactions via the Internet (per Order No. 587-G), direct notice of Bumping using the Internet E-mail or direct notification to a Shipper's Internet URL address will be made. Until that time, Young shall provide notice of Bumping in the same manner as notification of Operation Flow Orders.
- (v) Young shall notify interruptible Customers of any applicable penalties which will apply on the Day such Shippers' quantities are reduced (Bumped).
- (vi) Scheduling of Intraday Nominations shall be based on the elapsed pro rata scheduled quantities. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each Nomination period affected. (GISB Standard 1.2.12)
- (vii) Intraday Nominations may be submitted to increase or decrease total Gas flow to Nominate new supplies or markets and may be used to change Point(s) of Injection and Withdrawal (GISB Standard 1.3.11, and GISB Standard 1.3.33). However, requests for decrease in flow shall only be accepted to the extent they do not represent a decrease below previous Confirmed quantities which would have flowed on the requested Gas Day prior to the Nominated decrease, assuming even hourly flow rates.

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First Revised Sheet No. 119G First Revised Sheet No. 119G : Superseded

Superseding: Substitute Original Sheet No. 119G

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

- (viii) Intraday Nominations shall be considered complete upon Young's receipt of a valid Nomination and the corresponding up and downstream confirmations.
- (ix) Intraday Nominations do not rollover (i.e.Intraday Nominations span one Day only). Intraday Nominations do not replace the remainder of a standing Nomination. There is no need to re-Nominate if Intraday Nomination modified existing Nomination (GISB Standard 1.3.13). However, confirmed Intraday Nominations under Rate Schedule FS-1 may supersede previously Confirmed Nominations under Rate Schedule IS-1 upon reasonable notice to the Rate Schedule IS-1 customer.
- (x) Intraday Nominations which are not able to be Confirmed are considered to be void.
- (f) The Evening Nomination Cycle: 6:00 p.m. for Nomination leaving control of the Nominating Party; 6:15 p.m. for receipt of Nominations by Young; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed Confirmations by Young from upstream and downstream connected Parties; 10:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Customers and point operators, and to provide Scheduled Quantities to Bumped Parties (notice to Bumped Parties), (Central Clock Time on the Day prior to the flow).

Scheduled Quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped should be effective at 9:00 a.m. on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped, the Scheduled Quantities should be effective at 9:00 a.m. on Gas Day. (GISB Standard 1.3.2(ii))

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First Revised Sheet No. 119H First Revised Sheet No. 119H: Superseded

Superseding: Substitute Original Sheet No. 119H

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

The Intraday 1 Nomination Cycle: 10 a.m. for Nominations leaving control of the Nominating Party; 10:15 a.m. for receipt of Nominations by the Transporter; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 2:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Shippers and point operators, and to provide Scheduled Quantities to Bumped Parties (notice to Bumped Parties), (Central Clock Time on the Gas Day). Scheduled Quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on the Gas Day. (GISB Standard 1.3.2(iii))

The Intraday 2 Nomination Cycle: 5:00 p.m. for Nominations leaving control of the Nominating Party; 5:15 p.m. for receipt of Nominations by the Transporter; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected Parties; 9:00 p.m. for Transportation Service Provider to provide Scheduled Quantities to affected Shippers and point operators, (Central Clock Time on the Gas Day). Scheduled Quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle. (GISB Standard 1.3.2(iv))

- (g) For purposes of Sections 7.1(e) (GISB Standards 1.3.2 (ii), (iii), and (iv)), "provide" shall mean, for transmittals pursuant to Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post. (GISB standard 1.3.2(v))
- (h) By reference, Transporter incorporates GISB Standard 1.3.2 (vi), the Timely Nomination/Intraday Nomination Model, by reference.

FERC Docket: RP99-359-000

First Revised Sheet No. 1191 First Revised Sheet No. 1191 : Superseded Superseding: Original Sheet No. 1191

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

Shown below in tabular format is a representation this GISB Standard 1.3.2(ii), (iii), and (iv). All times are in Central Clock Time.

		Evening Cycle (for flow on next Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 1 Cycle (for flow on current Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 2 Cycle (for flow on current Gas Day)
(i)	Gas Day affected by Intraday Nomination begins		9:00 a.m.	9:00 a.m.
(ii)	Intraday Nomination Period E (Nominations leave control of Nominating Party)	nds 6:00 p.m.	10:00 a.m.	5:00 p.m.
(iii)	Nominations received by Transporter	6:15 p.m.	10:15 a.m.	5:15 p.m.
(iv)	Transporter Quick Response to Nominating Party (EDI Only)	6:30 p.m.	10:30 a.m.	5:30 p.m.
(v)	Completion of Upstream and Downstream Interconnect Confirmations	9:00 p.m.	1:00 p.m.	8:00 p.m.
(vi)	Issuance/Posting of Transporter's Report of Confirmed Quantities and Notices to Bumped Parties	10:00 p.m.	2:00 p.m.	9:00 p.m.
(vii)	Gas Day Affected by Intraday Nomination begins	9:00 a.m.		
(viii)	Nomination Effective Time (Grid-wide synchronization Times, (GISB Standard 1.3.41)	9:00 a.m.	5:00 p.m.	9:00 p.m.

FERC Docket: RP99-359-000

Original Sheet No. 119J Original Sheet No. 119J: Superseded

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

- (i) Overrun Nominations. Customer should separately Nominate quantities in excess of its MDQ. However, in the event that such excess quantities are included in other Nominations, the excess portion of such Nomination will be scheduled pursuant to Article 5 of the General Terms and Conditions of Young's Tariff. (GISB Standard 1.3.19)
- (j) At the end of each Gas Day, Young should provide the final Scheduled Quantities for the just completed Gas Day. With respect to the implementation of this process via the 1.4.x Scheduled Quantity related standards, Young should send an End of Gas Day Scheduled Quantity document. Receivers of the End of Gas Day Scheduled Quantity document can waive the sender's sending of the End of Gas Day Scheduled Quantity document. (GISB Standard 1.3.3)
- (k) Responsibility for Nominated Quantities. When submitting Nominations, the Nominating Party/Customer is responsible for assuring that sufficient Gas supplies are available at the Nominated Point(s) of Injection. Pursuant to the procedures specified above, Young will verify Nomination information with the Interconnecting Party and will determine the Confirmed Quantity. Young is not responsible for assuring that the Confirmed Quantities are actually Tendered to Young at the Point(s) of Injection.
- (1) Accuracy of Nominated Quantities. The Nominating Party/Customer is responsible for the accuracy of Nomination data. Young shall accept all Nomination data as correct as it is provided to Young.
- (m) Young's Obligation to Deliver. For any Gas Day, Young shall not be obligated to Deliver any greater quantity than a Customer's MDQ which Young has Confirmed. Further, Young is not obligated to increase or decrease quantities at any Point of Injection or Withdrawal which have not been Confirmed.

FERC Docket: RP00-182-000

First Revised Sheet No. 120 First Revised Sheet No. 120 : Effective

Superseding: Original Sheet No. 120

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

ARTICLE VII

ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

7.1 Modifications to the General Terms and Conditions. Certain of the General Terms and Conditions are modified for the purpose of this Agreement, as specified below:

ARTICLE VIII
NOTICES, STATEMENTS, AND INVOICES

8.1 Notices, Statements, and Invoices. Any notice, statement, or invoice provided for in this Agreement shall be in writing and shall be considered as having been given if hand carried or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

To Shipper:

Invoices for Storage:
All Notices:

To Transporter:

See Payments, Notices, Nominations and Points of Contact Sheet in the Tariff.

FERC Docket: RP00-182-000

First Revised Sheet No. 121 First Revised Sheet No. 121: Effective Superseding: Original Sheet No. 121

This sheet reserved for future use

FERC Docket: RP00-182-000

First Revised Sheet No. 122 First Revised Sheet No. 122 : Effective Superseding: Original Sheet No. 122

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

YOUNG GAS STORAGE COMPANY, LTD. (Transporter)

By CIG GAS STORAGE COMPANY

21	(General Partner)
Ву	
•	
	(Print or type name)
	(Print or type title)
_	(Shipper)
Ву	
	(Print or type name)
-	(Print or type title)

FERC Docket: RP00-182-000

First Revised Sheet No. 123 First Revised Sheet No. 123: Effective

Superseding: Original Sheet No. 123

FORM OF STORAGE SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

EXHIBIT "A"

to Storage Service Agreement

between

YOUNG GAS STORAGE COMPANY, LTD. (Transporter) (Shipper)

Interruptible Term
Storage Of
Rate Rate
(Note 1) Rate Particulars _____

Fuel Reimbursement (Note 2)

Rate to be applied to the Monthly Average Daily Balance

Injection rate to be applied to the quantity of Gas injected

Withdrawal rate to be applied to the quantity of Gas withdrawn

- Notes: (1) Unless otherwise agreed by the Parties in writing the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule IS-1 or other superseding Rate Schedule, as such rates may be changed from time to
 - (2) Fuel Reimbursement shall be as stated on Transporter's Schedule of Rates and Surcharges in The Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.